

**CONTRACT FOR SPECIAL SERVICES  
INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and Tech Logic, Inc., an Independent contractor (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, the County of San Luis Obispo has need for special services and technological experience related to library automation systems; and

**WHEREAS**, Contractor is specially trained, experienced, expert and competent to provide the special services, and has the necessary computer software, the right to issue a license for the software, and has qualified staff who are trained, experienced, expert and competent to provide special maintenance, support, training, and professional consulting services for the appropriate fees and the terms and conditions set forth herein;

**NOW THEREFORE**, the parties mutually agree as follows:

1. **Scope of Work**. Pursuant to this Contract, Contractor shall provide to the County the special services listed in Exhibit A, attached hereto and incorporated herein by reference.
2. **Compensation**. The maximum compensation authorized under this Contract is \$417,763.37 for all equipment, software and services performed by Contractor pursuant to this Contract, and shall be paid in accordance with Exhibit B ("Compensation"), attached hereto and incorporated herein by reference. (Extended warranties for the hardware and software beginning in Year 2 of the Contract are separate costs as set forth in Exhibit B.)
3. **Billing**. Contractor shall submit to the County, upon acceptance of a deliverable, a detailed itemized statement of services performed during that preceding period, as provided for in Exhibit B. The anticipated schedule of deliverables and requirements of acceptance of the deliverables are detailed in Exhibit A, D, and E. If, due to either an issue with the charges on the statement of services or the Contractor's failure to perform its obligations under this Contract, the County reasonably disputes any

charge(s) on the Contractor's statement of services, the County may withhold the disputed amount, provided that the County delivers a written statement to Contractor within twenty (20) days of the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the County. The payment of an invoice by the County shall not prejudice the County's right to object to or question any invoice or matter in relation thereto. Such payment by the County shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

4. **Term of Contract.** This Contract shall commence on the date the contract is approved by the Board of Supervisors of the County of San Luis Obispo, approval of which shall be evidenced by the signature of the chairman of the board whose signature shall be the last signed, for an initial term until one (1) year. Thereafter, the Library Director is authorized to renew this contract for up to four (4) additional twelve (12) month periods with the concurrence of the Contractor. This contract shall be in effect from the date of its execution until expiration of the term unless it is extended pursuant to this provision, subject however to the rights of modification contained herein and the provisions of paragraphs 5 and 6.

The County Board of Supervisors specifically acknowledges that in anticipation of execution of this contract, services within the scope of this contract may have been provided in reliance on assurances that this contract would be executed by the parties on the effective date. The services may have been rendered from November 15, 2016, to the date the parties executed this contract and were provided in the best interests of the public health and welfare. The Board of Supervisors expressly authorizes the retroactive effective date under this contract to November 15, 2016. The Board of Supervisors also expressly authorizes payment for those services accepted by the County at the same rates and under the same terms and conditions as stated in this contract, even though this contract is being signed after November 15, 2016.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party sixty (60) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of a transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. **Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

7. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

8. **Entire Agreement and Modification.** This contract consists of the provisions contained herein and Exhibits A (Scope of Services); Exhibit B (Compensation); Exhibit C (Tech Logic RFP Response), Exhibit D (Gant Chart); Exhibit E (AMH Gant Chart), Exhibit F (Notice of Completion) Exhibit G (Notice of Correction), and Exhibit H (Training). This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

9. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

10. **Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

11. **Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. **Independent Contractor Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise direction or control over the professional manner in which Contractor performs the services that are the subject matter of this Contract; provided however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

13. **Warranty of Contractor.** The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed

under the local, federal, state, and local laws and regulations applicable to the provision of services herein.

**14. Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

**15. Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**a. Minimum Scope and Limit of Insurance.** Coverage shall be at least as broad as:

**(1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**(2) Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**(3) Workers' Compensation** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer



Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**(4) Professional Liability/Errors and Omissions.** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

**b. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**(1) Additional Insured Status.** The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage may be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

**(2) Primary Coverage.** For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.



(3) **Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty (30) days prior written notice** (10 days for non-payment) has been given to the County.

(4) **Failure to Maintain Insurance.** Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

(5) **Waiver of Subrogation.** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(6) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(7) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(8) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

(b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

(c) Cancellation of Insurance or Non-renewal. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase



"extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**(9) Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**(10) Verification of Coverage.** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Certificates and copies of any required endorsements shall be sent to:

Chris Barnickel  
San Luis Obispo County Library  
995 Palm Street  
P.O. Box 8107  
San Luis Obispo, CA 93403

**(11) Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**(12) Special Risks or Circumstances.** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**16. Records.**

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or



supplementary records as County may reasonably request.

17. **Notices**. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

Chris Barnickel  
San Luis Obispo County Library  
995 Palm Street  
P.O. Box 8107  
San Luis Obispo, CA 93403

And to the Contractor at:

Gary Kirk  
Tech Logic, Inc.  
835 Hale Avenue  
Oakdale, Minnesota 55128

18. **Cost Disclosure – Documents and Written Reports**. Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

19. **Reports**. Written reports shall be submitted monthly by Contractor to County by the 10th day of each month succeeding the month within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding months, and the manner in which all conditions and specification of the contract are being met, plus any problems anticipated in performing said work in the future.

20. **Copyright**. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

22. **Findings Confidential**. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any



individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

23. **Performance Bond.** At the time of execution of the Contract, the Contractor shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the Contract price to guarantee the performance of the Contract.

24. **State Audit.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit by the State Auditor-Controller for a period for three (3) years after final payment under the contract. Contractor shall permit the State Auditor-Controller to have access to any pertinent books, documents, papers and records for the purpose of said audit.

25. **Nonappropriation of Funds.** In the event that the term of this contract extends into fiscal years subsequent to that in which it was approved, continuation of the contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, the provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this contract have not been appropriated or provided, this contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this contract, and the Contractor shall not be obligated to perform any provision of this contract or to provide services intended to be funded pursuant to this contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this contract with no liability to the County or offer a contract amendment to the Contractor to reflect the reduced amount.

26. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.

27. **Time is of the Essence.** Time is of the essence in the delivery of the services by Contractor under this Contract. County reserves the right to refuse any of Contractor's services if they do not conform to the prescribed scope of work. The



acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

**28. Corporate and Signatory Authority.** If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California. Contractor warrants that it has full power and authority to enter into and perform this contract, and the person signing this contract warrants that he or she has been properly authorized and empowered to enter into this contract.

**29. Force Majeure.** Neither the County nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, state or other governmental bodies; any laws or regulations of such municipal, federal, state or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall, as soon as reasonably possible, give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this contract.

**30. Equipment and Supplies.** Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

**COUNTY OF SAN LUIS OBISPO:**

\_\_\_\_\_  
Chairperson of the Board of Supervisors

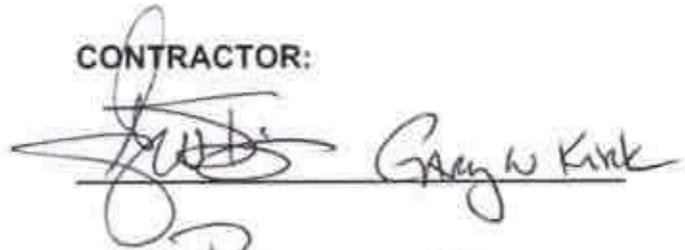


**ATTEST:**

TOMMY GONG  
Clerk of the Board of Supervisors

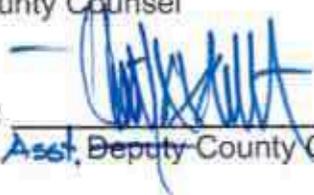
By: \_\_\_\_\_  
Deputy Clerk

**CONTRACTOR:**

  
\_\_\_\_\_  
PRESIDENT  
(Title of Corporate Officer)

**APPROVED AS TO FORM AND  
LEGAL EFFECT:**

RITA L. NEAL  
County Counsel

By:  \_\_\_\_\_  
Asst. Deputy County Counsel



**EXHIBIT A**  
**Scope of Work**

1. **Introduction.** This statement of work (SOW) describes the project objectives for the San Luis Obispo County Library ("the Library") with respect to the Library Automation System (hereafter the "System") to be provided by Contractor. The System includes a Radio Frequency Identification (RFID) system, Automated Material Handling (AMH) units, a Self-Checkout Kiosk and Self-Checkout Units, Security Gates, and Tech Logic system sf (TLS). This document specifies all tasks and activities for installation and support of the System. Functional and technical requirements are not directly addressed in this SOW. These more detailed and specific requirements are provided in the Contractor's formal written response including the cost proposal to the County's RFP #1371, as submitted by Contractor on or about August 31, 2016.

2. **Statement of Work.** This SOW documents the specifications of the work to be performed by Contractor. Pursuant to the RFP, Contractor is to provide software and hardware for the purpose of converting the Library's existing labor-intensive barcode environment to a more automated system for checking materials in and out, and for securing the collection and automate the scanning and sorting of all processed library materials.

3. **Replacement of Barcodes.** The project will include replacement of barcodes on existing materials with new RFID tags with integration of collection identification into the existing Integrated Library System (ILS); installation of equipment to read the new tags at staff desks; self-check stations; and accounts desks.

4. **Specifications.** In order to accomplish the objectives of the Agreement, Contractor will perform the following tasks and provide the corresponding deliverables in accordance with the schedule set forth in Exhibit D and E, as applicable:

a. **Interfacing with the County Polaris ILS System**

(1) **Task:** Contractor will provide an RFID tag system that includes tags and scanner pads to read and write to those tags that will interface with the San Luis Obispo County ILS system (Polaris). Contractor will also provide training for staff on switching from a barcode environment to an RFID system, including how to apply the tags and how to complete information in the ILS for retrofit of existing collection and new materials.

**(2) Deliverables:**

(a) 315,000 RFID tags for books and 80,000 overlay RFID tags for use on disc media;

(b) Forty-seven (47) scanner pads for use throughout the San Luis County System and a training manual on how to tag items to be retrofitted and for new materials;

(c) One (1) day of in-person training for San Luis Obispo staff members;

(b) One (1) year warranty on RFID system.

**b. Self-check machines**

**(1) Task:** Contractor will provide new patron self-check machines that use RFID tags and interface with the existing Library ILS system.

**(2) Deliverable:**

(a) One (1) Self-checkout kiosk and nineteen (19) self-checkout units to be deployed in eleven (11) SLO County branch libraries, which will be compatible with existing Comprise credit card payment system utilized by the County;

(b) Test four (4) self-check Kiosks at the Main Library

(c) Training for staff in the use and troubleshooting of this equipment;

(d) One (1) year warranty on the machines

**c. Security Gates**

**(1) Task:** Contractor will provide security gates at the largest branch libraries that interface with the existing SLO ILS system, which will identify incorrectly checked-out items via an audible alarm, and which will give staff detailed information on the item. In addition to security functions, the security gates will have the ability to count people as they enter and exit the library. The security gate system will have the capability to provide reports, including but not limited to library usage.

**(2) Deliverables:** Contractor will provide and install three (3) RFID enabled security gates that interface with the SLO Library ILS and provide training for staff on the use of this equipment and on how to retrieve a report from the Polaris system of items that did not check-out properly.

**d. AMH System**

(1) **Task:** Contractor will provide one (1) AMH system that uses the RFID and interfaces with the Polaris ILS. The system will be able to accept stacks of library materials (batch process), scan and update the records of these items, separate these stacks into individual items, and route them to an appropriate sorting bin. The AMH system will have multiple sort programs to allow staff to easily set up different sorting programs on-demand. The AMH will fit within the confines of the space allotted in the remodel of the first floor of the main San Luis Obispo library.

**(2) Deliverables:**

(a) Check the plans of the location(s) and field verify all measurements;

(b) Provide the County construction contractor with a set of drawings that will allow construction of walls and work areas around the AMH equipment and all necessary electrical and ILS data hookups;

(c) Acquire all necessary parts and components required to build, install, test, and train staff on the use of an automatic sorting machine in the San Luis Obispo Library in accordance with Exhibit E of the Contract;

(d) Provide Thirteen (13) bins and a staff interface for the set up and operation of the various sort configurations required at different times of the day;

(e) Provide a conveyor system that will allow the public and staff to place multiple items on the conveyor system;

(f) The AMH system will:

(i) be capable of separating each item from a stack so that it may be directed to the appropriate sorting bin by the AM

(ii) allow for staff induction to accept stacks of materials with the ability to separate those items before sorting to the correct bins;

(iii) contain a visible indicator, indicating when a bin is close to full that may be seen by staff from a distance in order that staff may swap out with a new bin;

(iv) include software that will tell the sorter when a bin is full, switch sending more materials into the full bin; and direct the materials intended for that bin to another exceptions bin;

(g) Provide training for staff on how to use the AMH system, including how to safely clear any jams or glitches in the



AMH system, how to triage routine issues that come up, and how to get the AMH unit cleared, reset, and back into service;

(h) Provide an AMH manual on service and operation of the AMH unit.

(i) One (1) year warranty on the AMH unit.

5. **Technical Support.** Calls for service must be returned within two (2) hours or less during business hours. Business hours are defined as 8:00am to 5:00pm Central Time, Monday through Friday. If the system goes down beyond local staff's ability to quickly triage Contractor shall provide service within 24 hours to ensure the library is online.

6. **Reconfiguration of Physical Equipment.** If County wants to create a new sort pattern for books and other library material, or re-configure an existing one, County may request that those changes be made within the first six months after the System goes live, free of charge.

7. **Performing System Test and Acceptance.**

a. **Notice of Completion of Installation.** Following the installation of the TLS, Contractor shall notify County that all TLS components for that part of the system are installed at the Library and running under permanent power by delivering a "Notice of Completion and Acknowledgment" to the County in the form set forth in Exhibit F.

b. **Testing and Correction Following Installation.** Upon completion of all necessary training for each component of the TLS, County shall have ten (10) business days to test the newly installed components as a part of the TLS, and complete the "Notice of Corrections," in the form set forth in Exhibit G, which shall include an itemized list of corrections, if any, and submit the Notice of Corrections to Contractor for review and corrective action. Upon receipt of the Notice of Corrections, Contractor shall repair, replace, reprogram and/or otherwise remedy the corrections to the County's reasonable satisfaction within fifteen (15) business days of receipt of the Notice of Corrections. If a Notice of Corrections is issued, then upon completion of corrections by Contractor, County shall forthwith execute the Acknowledgment of the Notice of Completion, as provided in subparagraph c., below. Execution of the Acknowledgment by County shall not be unreasonably withheld. If County does not deliver a Notice of Corrections within the ten (10) day period described herein, then the TLS shall be deemed complete, correct, and fully operational in all respects, and the Notice of Completion shall itself serve as an Acknowledgment of the Notice of Completion without County's execution thereof.

c. **County's Acknowledgment of Notice of Completion.** Within ten (10) business days of issuance by Contractor of a Notice of Completion, County shall execute and deliver to Contractor an Acknowledgment thereof as contained within the



aforementioned Exhibit F, acknowledging that all TLS components for that part of the system are installed at the Library and running under permanent power.

**d. Testing.** The County will lead all system test activities. Contractor shall be an active participant in all formal testing activities, beginning at the individual unit level (e.g. RFID, AMH, Self-Check Kiosks, and Security Gates) and progressing through full system. The County and Contractor will jointly schedule all formal test activities.

**e. Test Framework.** The Contractor and the County will develop and document a test framework to ensure that all services, deliverables, and documents called for under this Contract meet County and contract requirements. Working with Contractor, the County shall develop and document a test framework. The framework will outline the basic functional testing of the system that will be performed, and the County and Contractor, working together, will develop test procedures for each test activity. Test activities will identify each discrete event (e.g., Self-Check Kiosk check-out, Security Gate testing with material that has not been check-out; use of AMH, etc.)

**f. Perform System Testing.** The Contractor will participate actively in all system testing. County staff will conduct testing and document results and problems encountered. The Contractor will assist in determining whether any problems encountered are due to software malfunctions, problems with RFID processing, technical infrastructure, or user training issues. Contractor will make available appropriate staff during formal testing to support trouble-shooting, explain nuances of system design, and help implement quick-fixes where appropriate. Contractor will also supply one on-call staff member during the first week of operation of the System.

## **8. Warranties**

**a. Service Warranty.** All services performed by Contractor for County pursuant to this Agreement shall be performed in a timely, competent, professional and workmanlike manner by qualified personnel, and in accordance with (1) the specifications and requirements contained in this Scope of Services, and (2) generally applicable standards in the industry. All services that require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and, if required by law, appropriately licensed. Contractor shall furnish efficient business administration and supervision to render and complete the services specified in this Contract. This warranty shall not cover: 1) any service defects or failures due or caused by third parties not authorized by Contractor; 2) failures due to force majeure events; or 3) product or software defects due or caused by third party manufacturers or vendors.

**b. Warranty on Hardware and Commercial Software.** Contractor shall, to the maximum extent allowable, pass through to County all manufacturers' warranties provided by third-party hardware and commercial off-the-shelf software vendors for materials furnished under the Contract. Contractor shall only provide standard manufacturers' warranties, guarantees, and/or exchange policies for defective items that are offered through the manufacturers themselves.

During the warranty periods described below, Contractor warrants that the TLS will be free of material defects and perform substantially as described in Contractor's operating manuals and in Exhibit C. Contractor warrants that the TLS will comply with applicable law covering installation and operation of such systems, and Contractor further warrants that the TLS will be installed in a workmanlike manner. Warranty coverage established by this Agreement begins, for the TLS and each component of the TLS purchased under a Change Order, upon Contractor's delivery of a Notice of Completion for that part of the TLS.

**(1) Warranty Periods.** There are two specific time periods governing each of Contractor's warranties:

**(a) Run-In Period.** The "Run-In" period for each warranty covers thirty (30) days following the date of the Notice of Completion of Installation for that warranted component. During this time, Contractor will correct conditions that adversely affect the functionality of the TLS, without charge.

**(b) Extended Support Period.** The "Extended Support" period begins on the expiration of the applicable Run-In period and ends on the one-year anniversary of the date of the Notice of Completion of Installation. Contractor warrants that for a period of eleven (11) months immediately following the "Run-In" period, the TLS shall not exhibit any defect in materials or workmanship. Contractor shall repair or replace, at its option, and at no additional cost to the County, any mechanism that is defective in material or workmanship.

**(2) Condition to Warranty.** County shall notify Contractor within five (5) business days of any defects or malfunctions in the TLS of which it learns from any source. Failure to do so will void the warranty against that defect.

**(3) Warranty Action.** Correction of defects of the TLS shall be accomplished by Contractor in a timely and expeditious manner, according to the following procedure:

**(a) Telephone Assistance.** Contractor may attempt to address County's warranty complaint by telephone assistance or by

written or electronic messaging communication before taking further action.

**(b) Further Action.** If Contractor determines that the problem with the TLS is not merely due to County's incorrect operation, or if a system manager or team leader having the qualifications described in subdivision c. herein is unable to correct the problem with telephonic or other assistance within five (5) business days, Contractor shall provide all further assistance required to correct the problem, including labor and materials. If the problem is not one covered by warranty, County shall pay for all costs of labor and materials at Contractor's standard rate for additional labor of \$200.00 per hour (Mon-Fri 9am-6pm) per Contractor personnel (2 hour minimum), or \$2,000.00 per day per Contractor personnel. Mon-Fri, "after hours" and Saturdays labor rate is \$300 per hour with a 2 hour minimum. Sunday labor rate is \$400 per hour with a 3 hour minimum. Such payments for additional labor shall be due and paid by County within ten (10) days of each occurrence of such further action.

**(4) Post Warranty Action.** Unless a service contract has been entered into by the parties in a separately executed agreement, after all warranties have been exhausted or for service to be performed outside of warranty coverage, Contractor shall provide service at its standard rate for additional labor of \$200.00 per hour (Mon-Fri 9am-6pm) per Contractor certified technician, (2 hour minimum), or \$2,000.00 per day per Contractor personnel. Mon-Fri, "after hours" and Saturdays labor rate is \$300 per hour with a 3 hour minimum. Sunday labor rate is \$400 per hour with a 2 hour minimum. Such payments for additional labor shall be due and paid by County within ten (10) days of each occurrence of such post-warranty action.

**(5) Non-Covered Items.** Component or system failures caused by lack of maintenance or by misuse of the TLS, including the introduction of "non-standard" items as described below and the results thereof, are conditions that are not included in warranty coverage. The TLS will not be designed to process the following materials:

- Materials with minor dimensions less than 4 inches;
- Materials with major dimensions greater than 16 inches;
- Materials with a thickness less than 3/16 inch;
- Materials with covers that are off (i.e. puzzles, games, etc.);
- Materials contained in thin or limp bags;
- Materials with loose, torn or bent covers or with rolled or curled pages;

Exhibit A Scope of Work  
(TechLogic Contract)

- Video tape, compact disc, DVD, and cassettes with open covers, or items that have come out of their containers;
- Materials with protruding paper such as book marks or "date due" slips;
- Paper bags;
- Mailing tubes;
- Pamphlets, sheet music, newspapers or magazines that are not in a hard case;
- Transparent items;
- Children's toys that are not in a hard case;
- Materials with worn or malfunctioning identification strips or markers; and
- Other items not a part of the Library's circulating library collection.

If Contractor determines that a lack of maintenance, misuse, or a non-covered item has caused a component or system failure, then County shall pay for all costs of labor and materials to correct such failure at Contractor's standard rate for additional labor of \$200.00 per hour per Contractor certified technician, or \$2,000.00 per day per Contractor personnel, plus any associated travel expenses incurred by Contractor. Such payments for additional labor shall be due and paid by County within ten (10) days of such correction activity by Contractor.

**(6) Further Limitation.** All warranties given by Contractor are limited to replacement or repair of defective components including hardware and computer software. Contractor shall determine whether the components should be replaced or repaired. Any warranty is void if the TLS is modified or altered without the knowledge and written permission of Contractor. The warranty herein shall remain in effect should the County move the TLS to another location only if said move is engineered and coordinated by Contractor.

**Exhibit B**  
**Compensation**

1. **Maximum Compensation.** The maximum compensation to be paid to Contractor for the services, equipment, and supplies provided for in the Contract for Library Automation Services is \$417,763.37. This amount does not include the cost for extended warranties beginning in year 2 nor the cost of the annual license renewal fee, assuming the contract is renewed.

2. **Billing and Invoices.** As set forth in Paragraph 3, below, Contractor shall submit itemized invoices to the County for the System installation, implementation, and training services delivered in accordance with the schedules set forth in Exhibits D and E of the Contract. Each invoice shall identify the purchase order number, the RFP number (if applicable), and the title of the project (e.g., Library Automation System).

County shall provide Contractor with an Acknowledgement of Notice of Completion when the County determines that a deliverable has been satisfactorily completed, as provided in Paragraph 7 of Exhibit A of the Contract ("Scope of Work"). After the County has provided the Acknowledgement of the Notice of Completion, Contractor shall submit itemized invoices to the County for the completed, approved deliverable(s). The County will pay the approved amount within thirty (30) calendar days of receiving an approved invoice.

If, due to either an issue with the charges on an invoice of Contractor's failure to perform its obligations under this Contract, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided there is a reasonable basis for the dispute, and all other amount that are not in dispute are paid for. The County will pay for the products and services that are undisputed within thirty (30) calendar days of receiving the invoice.

3. **Compensation.** Contractor shall be compensated in accordance with the payment schedule set forth below, and installation and acceptance of the deliverables as provided in Paragraph 7 of Exhibit A of the Contract ("Scope of Work"). Once a Notice of Completion and Acknowledgement thereof has been provided in accordance with Paragraph 7 of Exhibit A, Contractor shall submit invoices to the County, as provided above in Paragraph 2 herein. Contractor shall exercise its best efforts to provide the equipment, supplies, and software necessary for the implementation of RFID tags, the Self-Checkout Kiosk, Self-checkout Units, Security Gates, and the AMH system for the implementation and acceptance testing of the same within the timeframes set forth in Exhibits D and E.

4. **Payment Schedule.**

a. **First Payment – 40%.** The first payment will be made to Tech Logic ten (10) days after the contract has been signed by the SLO County Board of Supervisors. This first payment will be in an amount of forty percent (40%) of the Contract Price, which will be remitted in accordance with Paragraph 2 and above.

b. **Second Payment – 30%.** The second payment will be made to Tech Logic twenty (20) days after the Self-Checkout Kiosk and Units have shipped, been installed, successfully tested and SLO County Library staff have been trained. The second payment will be in an amount of thirty percent (30%) of the Contract Price, which will be remitted in accordance with Paragraph 2 above.

c. **Third Payment – 30%.** The third payment will be made to Tech Logic twenty (20) days after the AMH (Automated Materials Handling) system is shipped, installed, successfully tested and SLO County Library staff have been trained. The third payment will in an amount of thirty percent (30%) of the Contract Price, which will be remitted in accordance with Paragraph 2 above.

5. **Additional Costs Not Covered.**

a. **Extended Hardware Warranty.** County may purchase extended warranties for the hardware provided pursuant to the Contract, beginning in year 2, at the following rates:

Year 2	\$19,059
Year 2-3	\$20,964.49
Year 2-4	\$45,742
Year 2-5	\$53,365

b. **Software License Renewal Fee.** Contractor will provide updates for the software subject only to the County's payment of the following annual license fees:

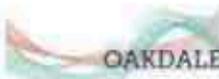
Annual support for CircIT software after Year 1	\$8,000
Annual support for CircIT Staff Station after Year 1	\$10,340
Annual support for Flex Application Software/CircIT	\$645



County Of San Luis Obispo



Ask us about time +  
 cost savings for your library!



## Thank You from Tech Logic

For more than a decade, Tech Logic has defined library RFID technology. By pioneering specialized RFID engineering and software disciplines, Tech Logic has created the means to automate all the transactions and movement associated with libraries' material collections.

Tech Logic would like to thank you for being part of that effort. We work exclusively with libraries, and you have helped us create the world's most comprehensive product group in service to libraries. From utilizing RFID for patron self-checkout, to virtually eliminating the labor of handling and sorting returns, Tech Logic has listened to the experience of libraries and created RFID solutions.

## Our Mission

Tech Logic is the leading provider of innovative automated sorting technologies, circulation staff support tools, and patron self-services for libraries.

Tech Logic accomplishes this through our unequalled expertise, dedication to quality, and World Class customer support services.

## Vendor Contact Information

Individual to contact with questions about the proposal and upon award of the contract:



**Anthony Frey**  
Sr. Solutions Specialist  
835 Hale Ave.  
Oakdale, MN 55128  
Direct Phone: 714.931.7476  
[afrey@tech-logic.com](mailto:afrey@tech-logic.com)

Individual with Authority to Negotiate and Contractually Bind Tech Logic:



**Gary W. Kirk**  
President  
835 Hale Ave.  
Oakdale, MN 55128  
Phone: 404.451.8530  
[gwkirk@tech-logic.com](mailto:gwkirk@tech-logic.com)

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## Cover Letter

August 8, 2016

Christopher Barnickel  
Director of Libraries  
San Luis Obispo County Library  
995 Palm St.  
San Luis Obispo, CA 93401

Dear Mr. Barnickel and the San Luis Obispo County Library Selection Committee,

Thank you for the opportunity to respond to the Self-Checkout, Security Gate, and Automated Material Handling System RFP for the San Luis Obispo County Library system. We believe Tech Logic Corporation can provide a complete solution to help you realize your vision.

We want to convey our enthusiasm for the opportunity to partner with the San Luis Obispo County Library to provide state-of-the-art technology and service to your staff and patrons. Our comprehensive proposal fully meets the objectives for San Luis Obispo County Library namely to provide:

- Enhanced and improved customer user experience (UX)
- Enhanced and efficient customer self-checkout experience
- Value-added enhancements to customer experience at service points
- Increased security monitoring at the counties largest branches.
- Improved turnaround for materials handling
- Overall efficiency improvements for the Library
- Increased community access to library resources and services
- Extended Library's coverage to better reach all segments of Gwinnett County

We are confident that by subscribing to our products and services, your patrons experiences will be enhanced, your staff workload will be lightened, and your library board will be impressed by your forward thinking. As you read our proposal, please bear in mind that all recommendations therein are open to discussion and negotiation. We want to earn your business and will do everything in our power to provide you with a long-term solution and establish a mutually beneficial partnership going forward.

We strive as an organization to act on our "People First" philosophy, taking into account the human elements in our design and implementation of library technologies. Our People First approach to the science, design, engineering, research and development, and implementation of our products is a significant differentiator. These actions and philosophies coupled with customer service and authentic customer care make up the foundation of our team and our solutions. We are deeply vested in the well-being of our customers and strive to put them first in all that we do.

Tech Logic's focused product mix was born in the library world and honed to meet the business needs of libraries. We take great pride in being Minnesota-made as well as providing the best, U.S.-based service and support available.



We are proud of our heritage as a pioneer in the library market, being the first company to design and install a library-specific AMH system. All of our design specifications are based on years of input from library partners and an unwavering desire to make automating library check-in and sorting as labor-neutral and staff friendly as possible. Our automated material handling systems are designed specifically and only for libraries. We hold numerous library-specific patents and have patents pending for many unique features of our People First technologies.

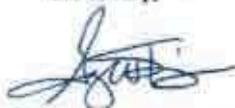
We know you share these values and commitment and we would be honored to have the opportunity to work with the San Luis Obispo County Library going forward.

The Tech Logic contact during the Proposal review process is:

Anthony Frey, Senior Solutions Specialist  
Phone: 714-931-7476  
[afrey@tech-logic.com](mailto:afrey@tech-logic.com)

Anthony lives only a few hours from San Luis Obispo and grew up in Northern California (just north of Chico). He will be available at your convenience to participate in demonstrations of our products and presentation of Tech Logic as a qualified partner for this project. Anthony also stands ready to provide San Luis Obispo County Library with a first line of Support in the weeks following system implementation. Please let Anthony or me know if you have questions or need additional information. We look forward to further consultation with the San Luis Obispo County Library staff.

Sincerely,



Gary Kirk, President  
Tech Logic Corporation  
835 Hale Ave. NW, Oakdale, MN 55128  
TF: 800-494-9330 Mobile: 404-451-8530  
[gkirk@tech-logic.com](mailto:gkirk@tech-logic.com)

## Description of Firm

ATTECH LOGIC, we pride ourselves on being a "people first" company. As a family-owned and operated company, we strive to provide our librarians with an experience usually reserved for those closest to us. Our customers' experience with Tech logic is our #1 priority – and we prove it every day by the outstanding service that we provide to all.

We put this philosophy into action as we approach technology solutions with two things in mind:

**1. We work very closely with both the library staff and architects from the early stages of design and planning.** This "early and often" engagement results in simple, easy-to-use solutions for patrons. This means no lines at self-checkout stations. No complicated-to-learn interfaces at book drops. And 100% success when patrons return or borrow materials.

**2. We employ a comprehensive design/build strategy to make sure that our AMH systems are "designed in" to guarantee its long-term success and usability for each library.** These solutions are time- and labor-saving, keeping both staff and patrons in mind. We take pride in providing you with sorting systems that eliminate 80% of manual labor and processing time. We believe wholeheartedly in creating happy patrons that love how fun and easy using our technology is, while freeing up staff to create a vibrant, welcoming environment that makes the library a central destination in every community.

**SINCE ITS FOUNDING IN 1997,** Tech Logic has focused exclusively on serving libraries with a goal of transforming the tedium associated with material handling and patron self-service into streamlined, cost effective processes.

Tech Logic has grown rapidly since its founding and has earned a reputation for the ingenuity of the products and services it designs and constructs. We think our customer base is our best Statement of Qualifications.

In order to provide our clients with the ultimate experience, we dedicate ourselves to our core values: We recognize that our customers are our most important asset and are willing to take risks for the sake of innovation. We embrace change and focus on attention to detail. And with empowered employees, we are proud to say that we continually redefine the expertise that is leading our industry today.

And most importantly, our systems and services have been designed exclusively for the library market. We only work with libraries. All Tech Logic products and services are designed to meet the needs of libraries and their patrons. Tech Logic has been able to translate library questions and problems in material management into automated technology that works for years to come.

Tech Logic is headquartered in a large manufacturing facility in Oakdale, Minnesota, allowing us to de-sign, manufacture, deliver, install, maintain, and service all of our systems.

The Library Corporation (TLC) acquired majority stock shares of Tech Logic in the spring of 2005. TLC is owned and operated by the same family that founded the company over 30 years ago.

#### WE BELIEVE OUR SUCCESS IS THE RESULT OF:

- Our “people first” philosophy that starts with you and extends to all of your patrons.
- A corporate philosophy to only serve libraries.
- A “long-haul” approach to our business.
- An early RFID provider and a major patent holder — We created CircIT self-checkout software and the Ultra Sort system. Tech Logic holds patents on dozens of products.
- We design, manufacture, install, and service what we sell.
- Our solutions are custom and flexible — we approach every project “holistically” and know that each new customer has a very specific and special set of needs.
- We take customer service seriously.
- Feedback from our customers pushes us to constantly enhance our products.\

As part of Tech Logic's People First initiative, we have implemented new programs to enhance community-focused librarianship by providing valuable programs and content to the library industry.

#### THE EXPECT MORE SPEAKER SERIES

Tech Logic has partnered with David Lankes, author of *Expect More* and *The Radical's Guide to New Librarianship*, books that focus on how libraries can truly become the center of their community.

The *Expect More World Speaker Series* is a combination of regional and international events intended to evangelize this new approach to librarians and supporters of libraries. It includes keynotes, workshops, and panel presentations around the globe throughout the next 14 months. It highlights organizations leading the charge for a new librarianship. Participants receive new tools and educational opportunities aimed at equipping librarians to bring cutting-edge services and thinking to their

#### THE TECH LOGIC PEOPLE FIRST AWARDS

As part of the *Expect More World Tour* initiative, the “People First Awards” will serve as a way for Tech Logic to celebrate and publicly recognize people who have done extraordinary things within their library's greater community by putting people first.

As the saying goes, it takes a village... and that has never been as true as for the community library. Libraries are staffed by caring individuals, tended by civic-minded volunteers and frequented by patrons with a passion for learning and community-minded activities. This program encourages libraries to take an active role in nominating staff, volunteers and library patrons who they consider local “library heroes.”

## Staffing

<p><b>CEO</b> Annette Murphy</p> <p><b>President</b> Gary Kirk</p> <p><b>Chief Operating Officer</b> Eric Meyer</p> <p><b>Engineering Manager</b> Jeff Farr</p> <p><b>Mechanical Engineering</b> Peter Stone Lance Anglin Michael Cook</p> <p><b>Electrical Engineering</b> Victor Tapia</p> <p><b>Software Engineering Manager</b> Chris Blazek</p> <p><b>Software Engineering</b> Andrew Page Al David Loren Colestock</p> <p><b>Product Managers</b> Paul Ridgeway</p> <p><b>Director of Technical Support</b> Matt Lunn</p> <p><b>Customer Care</b> Dennis Woods Dave Knosalla</p> <p><b>Project Manager</b> Jon Callahan Sara Amberg</p> <p><b>Lead Field Services Technicians</b> Ken Fischer Jeff Haugen Scott Elwood</p>	<p><b>Senior Solutions Specialists</b> Tim Lawson Tom Loy Tim Granquist Steve Hanulec Anthony Frey Mark Sporie</p> <p><b>Director of Inside Sales</b> Tracie Hanson</p> <p><b>Inside Sales Support Managers</b> Jessica Evans Jon Kaplan</p> <p><b>Chief, Special Programs</b> Paul Ridgeway</p> <p><b>Finance and Administration</b> Calvin Whittington</p> <p><b>Vice President of Finance</b> Greig Eichhorst</p> <p><b>Purchasing</b> Steve Weber</p> <p><b>Quality Assurance</b> Mark Wenger</p> <p><b>Vice President of Manufacturing</b> Terry Pabich</p> <p><b>Shipping/Receiving</b> Cory Blesener</p> <p><b>Mechanical Technician</b> Craig Semlak Tim Whalen</p> <p><b>Electrical Technician</b> Mark LaBelle</p> <p><b>Machinist</b> Tim Whalen</p> <p><b>Mechanical Tech/Welding</b> Lance Anglin</p>
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**References – Public Agencies within the library realm with multiple years of experience.**

1.

ACCOUNT NAME:	Ramsey County Public Library
ADDRESS:	4750 North Victoria Street, Ramsey MN, 55126
KEY CONTACT PERSON:	Chuck Wettergren
TELEPHONE NUMBER:	651-486-2261
EMAIL ADDRESS:	chuck@ramsey.lib.mn.us
INSTALLATION DATE:	2006 (1 <sup>st</sup> system), 2010 (2 <sup>nd</sup> system and RFID), 2017 ( 3 <sup>rd</sup> system)
COLLECTIVE PROJECT COST:	\$2,883,524.47

2.

ACCOUNT NAME:	Seattle Public Library
ADDRESS:	1000 Fourth Avenue, Seattle WA, 98104
KEY CONTACT PERSON:	Longhair Warrior
TELEPHONE NUMBER:	206-386-4155
EMAIL ADDRESS:	Longhair.Warrior@spl.org
INSTALLATION DATE:	2003 (AMH)
PROJECT COST:	\$2,401,946.50

3.

ACCOUNT NAME:	Sarasota Public Library
ADDRESS:	1660 Ringling Boulevard, Sarasota, FL 34236
KEY CONTACT PERSON:	Sarabeth Kalajian
TELEPHONE NUMBER:	941-861-5450
EMAIL ADDRESS:	skalajian@scgov.net
INSTALLATION DATE:	2010 (1 <sup>st</sup> & 2 <sup>nd</sup> systems and RFID), 2011 (3 <sup>rd</sup> system), 2012 ( 4 <sup>th</sup> system), 2015 (5 <sup>th</sup> system), 2017 (6 <sup>th</sup> system)
COLLECTIVE PROJECT COST:	\$2,569,651.68

## Scope

Tech Logic is pleased to submit this response to the San Luis Obispo County Library Request for Proposal for Self-Checks, Automated Material Handling, and Security Gates to be implemented throughout the eleven San Luis Obispo libraries. We appreciate the opportunity to be considered for this project and believe that Tech Logic will provide the very best solution available. After visiting with the San Luis Obispo County Library, Tech Logic understands the requirements written in this RFP and will commit to provide all the necessary services and features.

Tech Logic is proposing the following:

- 315,000 Booklite RFID Tags for books
- 80,000 X-Range RFID Tags for disk media
- 47 Staff Stations
- 20 Self-Check Machines
  - 19 Component Based Configurations
  - 1 Free Standing Kiosk Configuration
- Security Gates
  - 3 Dual Aisle Security Gates
- AMH System
  - 13 Bin with Interior Book Drop and Staff Induction
  - 16 SmartBins
- Installation and Training for All Equipment
- Local service professional able to address critical issues should they occur
- One year warranty on all items purchased

In utilizing the technologies of this RFP, San Luis Obispo County Library system will be able to maximize the return on investment (ROI) in four areas:

- RFID self-checkout is 3-4 times faster for patrons than barcode self-checkout since material can be checked out in batches on an antenna. Patrons will love the ease, convenience and privacy of their checkout experience. We have proposed two options for Self-Check Stations in this RFP response; 1. Free Standing Kiosk 2. Component Based Self-Check. Adding a Personal Payment system (cash and coin/credit or debit) to the self-checkout provides the maximum benefit for staff and patrons. Some Tech Logic customers have achieved 98%+ self-checkout so staff can be moved to other direct patron services and outreach programs. Tech Logic can provide a self-check solution that fits with San Luis Obispo County Library's vision.
- Automated materials handling to streamline check-in/checkout of returned material and insure that the patron's record is cleared, holds are trapped, and material sorted for faster return to shelf. AMH systems can sort to Tech Logic Smartbins, standard bins or totes for transport to other locations. We strongly encourage the staff at San Luis Obispo County to visit local libraries that use our technology to compare the patron/staff experience. We are confident you see why Tech Logic's AMH systems receive the highest reviews in the industry.
- Item security is easily armed and disarmed through one-step self-checkout or check-in, and the RFID tag is detected at security gates if necessary. Reporting of materials which trigger the

security gates allows libraries to see the titles and frequency of materials passing through the gates without being properly checked out.

- **Multi-item handling** when library staff assists at checkout or performs manual check-in, unlike barcode scanning saves staff time and repetitive motion injuries. Checking in deliveries or hold requests are up to 50% faster to free up staff time. Security will automatically be toggled on/off when items are checked in/check out. Staff can create batch sets by placing multiple items on the antenna. In addition, Tech Logic supplies Circ-It Check-in/Check Out portal for each RFID enabled staff station.

Tech Logic stands behind the quality and longevity of our products. Our technologies are designed to run 24/7 to maximize the libraries' time and labor savings throughout the life of the system. Some Tech Logic systems have been up and operational well over 10 years. One such system, Seattle Public Library, has been operating for 14 years and has sorted over 200 million items. For systems to be able to run at their optimum level, appropriate maintenance and services are required. Tech Logic Automated Material Handling systems come with a one year warranty on service and support. Beginning year two, Tech Logic requires an annual software renewal and preventative maintenance plan. Tech Logic will work with San Luis Obispo County Library to determine which preventative maintenance plan works best with the Library to maximize the return on this investment.

**Some of the key differentiators we offer our partners include:**

- **Throw & Go book drops**— Returning materials into a traditional book drop is simple – Tech Logic believes returning materials into a Material Handling system should be also. Our Throw & Go technology allows patrons to return stacks of materials all at once, just as they would in traditional book drops. 100% patron-initiated-returns means a greater (and faster) return on investment than other vendors can deliver. One-at-a-time return processes are problematic because they are not intuitive, require interaction with software, and are much slower. If your library limits the number or type of materials checked out to each patron, the Tech Logic AMH checks in materials immediately and clears the patron's record. Your patrons will love the speed, convenience and 24/7 availability.
- **Our patented De-Shingler process**— Incorporated into each of Tech Logic's Automated Material Handling system, our De-Shingler will automatically and gently un-stack items upon return.
- **Ergonomic SmartBins** – Our patented SmartBins deliver the best experience for staff members tending to materials and the AMH system. Equipped with Infrared photo-eyes, our SmartBins automatically raise and lower the bin floor to keep materials at an optimum working height for you staff. When connected to an AMH system, the SmartBins will appropriately lower the bin floor as materials enter, greatly increasing the life and longevity of your materials. The SmartBins are easily maneuverable on a four-wheel base and are equipped with an easy to apply foot-break.
- **Clean & Quiet**—Tech Logic's AMH systems are very quiet and run at or below 60 decibels whether running or idle (Addendum #1). We know that fatigue associated with high system-noise has an adverse effect on the quality of work performed by staff operating the system. Our AMH systems also causes less air-pollution than any other system, and cause less damage to library material.

- **Material Handling-Designed systems**--Our partners can ensure that deliveries to and from branch libraries can be done in containers that best meet the space and time constraints defined by those individual libraries. This means that their customers can utilize existing totes or our Smart Bins, depending on volume and available space.
- **Automated Hold Slip Print & Apply**--Saves staff from needing to print or apply transit or hold slips at the circulation desk. Automated Hold automatically prints and applies "holds and routing" slips without staff intervention.
- **Self Check With RFID**--Fewer steps mean faster transactions for patrons, and with Tech Logic's foolproof CircIT™ software, less patron training is needed.
- **Back Room Economies of Scale**--Checking out multiple books with confirmation in our CircIT Staff™ software can save 4X or more in processing time, while providing clear interface direction as to how to process each item.
- **Shelf Management**--With Tech Logic's CircTrak™ shelf management wand, the daunting task of finding out just what's in your collection becomes lightning fast, with software built in to the system to talk live to your ILS, assuring accuracy, speed and no back end headaches to get the process up and running. The Circ-Trak wand can also be used as a mobile check-out device for those busy days when story time gets out. Want to find those tags that were written in the incorrect tag format? The wand can locate those items quickly and efficiently without the need to upload lists or sort through the collection manually.
- **Security**-- While implementing RFID gates has clear advantages in preventing casual theft, our gates have bi-directional people counters to help build your rationale for system growth.
- **Weeded & Donated Book Sales Automation** - Coupled with Tech Logic's AMH sorter, weeded and donated book sales automation is another proprietary system exclusive to Tech Logic's AMH customers. Grow your weeded and donated book net revenue by as much 300%. Maximize sales value of weeded and donated library materials with little or no labor cost. Accelerate the return on investment of an AMH system when it can automatically query Amazon mega-data to predict pricing and likelihood of sales for donations or weeded library materials. See below for further details.
- **Durability**--As the first and oldest in the market, we have proven, time-tested products that often replace competitors' products as they wear out! We have systems in place that have been installed since 1999 and continue to outperform our competitors.

## Work Plan/Technical Services

### Project Management

Tech Logic takes a thoughtful and systematic approach to assigning the most qualified and knowledgeable Project Manager to your account. He/She will be assigned to your account as your Project Manager and main point of contact for all project related items. He/She will continue to work with you throughout the course of this project each step of the way thru implementation and training of the system(s) within your library.

He/She has the overall responsibility for managing your project from start to finish, working closely with you to refine solutions and implementation plans to meet the libraries ever changing needs and unexpected challenges. In addition, will coordinate the activities of the sub-teams within the Tech Logic organization to ensure your goals are not only achieved, but achieved correctly and most importantly on time.

Sub-Teams involved in your project implementation consist of individuals from several departments within our organization that understand the needs to be met to ensure each stage of the project moves through our internal system without uncertainty or delay.

These teams consist of our world class Engineering, Software, Manufacturing, Quality Assurance, Technical Support and Customer Care departments all playing integral roles during your project to ensure success.

### Client Responsibilities for Installation AMH

**Proposal Drawing (seen in contract) vs. Production Drawings for Approval.** The Customer reviews the system drawings with the architect or other building authorities to ensure that the system contains all of the components proposed and conforms to the space available, while not interfering with other building structural elements. The key dimensions referencing elevations and layout must be verified. **The manufacturing of the system is contingent on the authorized signature of the system layout.** Any changes that need to be made to the system after approval in order to allow for successful installation are contingent on a change order form (included in contract).

**Interface with the ILS.** The system requires an interface with the Library's ILS, the client is responsible for purchasing and/or contracting with its ILS vendor for a Standard Interchange Protocol 2 (SIP2) connection that will allow the system to interface with the ILS.

**Electrical and Mechanical Work.** At its own expense, the client needs to hire electrical and mechanical contractors to wire power to the system and shall provide millwork necessary for installation of the system. Any building modifications required to install the sorting system and book drop are the responsibility of the customer.

**Power Requirements.** AMH Sorting System: 208 V 3 phase five wire with neutral and ground  
Sorting Bins: 120 VAC, 60Hz 5 Amp. Smaller systems available with 220 volt.

**Availability of Facilities.** Clients need to provide Tech Logic adequate work space and storage space at the installation site to facilitate the installation of the system for up to four (4) of Tech Logic's personnel. Tech Logic requires continuously free and unobstructed access to all areas in which components will be installed, without having to move operations to other areas.



**REQUEST FOR PROPOSAL - #1371**  
**Self-Checks, Automated Material Handling, & Security Gates**

**Sample Project Plan (library specific project plan provided upon contract award)**

Task	Comments	Project Start Date	Week																
			1	2	3	4	5-18	19	21	22	24								
Contract signed by Customer - to Tech	T. does not require this project plan until all contract have been signed by all parties and the project is based on project type. PM chosen via discussion with Product Manager, Sales Specialist and Customer Care Manager.																		
Project Manager Assigned																			
Kick Off	Internal Meeting for Tech Logic Project Team to discuss contract terms and Tech Logic PM and library will decide on the installation and training date.																		
Installation Date Determined	Project Manager is introduced with contact information to the customer.																		
Introduction Email	Expectation outline is discussed via web or phone conference with customer. Paperwork deadlines are communicated to customer.																		
Expectation Call	Site survey document sent to customer to verify Pre-installation and installation information.																		
Necessary Paperwork Inflight	Proposal A4H drawings finalized and fit into customer CAD. All cutouts, penetrations and power routing requirements Customer approves that layout meets the space and functional requirements needed. Internal Meeting for Tech Logic Project Team to discuss layout and confirm all design details are integrated.																		
Facility Drawings Confirmed	RDM detailed and released to manufacturing for build.																		
Customer Approves Design	Order, manufacture, assemble and test system.																		
Design released to Manufacturing	Customer determination of installing equipment on site including dedicated SP license for A4H.																		
System Build	Customer will submit examples of library materials and identify table configuration.																		
Pre-final Site Survey Returned	Multiple technicians review checklist for workmanship and machine performance issues.																		
Test Materials	System is tested for shipment with user manuals included.																		
Factory Acceptance Test	Based on contract parameters, onsite installation and training will take place.																		
Cabling and Shipping	Acceptance that equipment has been installed properly and that preliminary testing is to the customer's satisfaction.																		
Onsite Installation/Training	Form sent to library for sign off on the completion of the project and installation. Verification that the equipment is running to specification.																		
Site acceptance test signed																			
Notice of Completion																			

\*\*\*This schedule is supplied as an example of proposed project execution. A final copy will be completed for the library based on actual dates once signed contract has been



835 HALE AVENUE  
 800.494.9330 | www.Tech-Logic.com



## Bibliographic Summary of Key Personnel

### Gary Kirk – President

Gary Kirk assumed executive responsibility for Tech Logic in April 2005 after holding several senior management roles at TLC. His leadership of Tech Logic has resulted in a drastic increase of sales, improvements to manufacturing quality control, multiple new products and services and a world-class level of customer care. Prior to his service at Tech Logic, he joined TLC in 1986 and served for 19 years, managing the company's General Operations, Sales and Marketing efforts while serving as Senior Vice President. He also served as Director of TLC's Denver operations. Mr. Kirk majored in Business Administration and Marketing at Georgia State University and Auburn University.

### Eric Meyer – Chief Operating Officer

Mr. Meyer has twenty-three years leading companies in early stage and new market initiatives, business to business development, channels and executive leadership advisory. Since 2009, Mr. Meyer has served as an advisor to numerous organizations specializing in developing new or extended initiatives for high risk, climate/culture, K-16 mobile and e-learning, school turnaround/transformation verticals. In conjunction with the North American Family Institute, one of the largest youth social service organizations in the US, Mr. Meyer has led a major market development program to serve the K-12 climate/culture social/emotional and safe-school learning imperative. As ongoing advisor to Avenet/MNSCU, Mr. Meyer contributes to market strategies for the award winning eFolio platform. In addition to public sector expertise, Mr. Meyer has served in executive advisory level for e-commerce media segments including digital offers, advertising and news. In 2009, Mr. Meyer contributed to a mobile and instructional learning initiative by, the nation's largest K-12 safe digital tools provider. In addition to a longstanding consultant role with The Center for Educational Leadership & Technology, Mr. Meyer was Chief Executive Officer and now Board Member for Quality Leadership by Design, a leading provider of Total Quality based data driven professional development services. From 2000-2005 Mr. Meyer was President and CEO for TurnLeaf Solutions, leading development of the Achievement Management System. TurnLeaf was acquired by McGraw-Hill Companies in 2005.

### Jeff Farr – Mechanical Engineering Manager

Jeff Farr joined Tech Logic in 2010 as a Mechanical Engineer through innovation, precision and vision he has moved into the role of Engineering Manager. His experience includes more than 25 years as a mechanical engineer, with focus on process design implementation, lean manufacturing, cost reduction, growth strategies, vendor management and mechanical vision. Jeff has achieved a variety of education opportunities and certifications with strong affiliations in the Inventor User Group, Kative, Key Master Graphics, 3D Mechanical Design USA, Mechanical Design Engineers and Manufacturing US.

### Victor Tapia - Electrical Engineering Manager

Victor Tapia has an Electrical Engineering degree from the University of Minnesota. He has over 20 years of experience in control and automation design. Victor brings a wide variety of experience from different industries including plastic manufacturing to nuclear industry, where he spent the last 9 years. Victor's duties at Tech Logic are to invigorate the Electrical Engineering and Electrical Design areas and support manufacturing and design innovations at Tech-Logic.

### Chris Blazek - Software Manager

Chris Blazek joined Tech Logic in 2008 as a Software Engineer. His responsibilities included development work on both the self checkout and material handling product lines with a focus on RFID technologies. He currently manages the software team and continues to contribute both enhancements to and support of both product lines. Chris earned his Master of Computer Science degree from Michigan Technological University in 2007.

**Terry Pabich – Manufacturing Manager**

Terry Pabich joined Tech Logic as Manufacturing Manager in 2015, overseeing the manufacturing end of Tech Logic's AMH systems and other products. He has over 20 years' experience in the manufacturing process and fabrication industry as a Manufacturing Engineer, with a focus on promoting quality and productivity. Mr. Pabich brings a wealth of experience to Tech Logic, with not only management experience, but high-level skills in Lean Manufacturing, Machining, Assembly and Automation.

**Jon Callahan – Lead Project Manager**

Mr. Callahan is a certified PMP employed by Tech Logic for 2.5 years. Jon brings several years of Project Management experience to the team which includes but is not limited to production, team management, procedure implementation, scope definition, scheduling, timeline management, vendor relations, root cause analysis, and project budgets. Jon manages both product lines offered through Tech Logic – Automated Sortation and Self-Checkout. Jon's ultimate focus and goal is to fully understand the individual needs of each library with enthusiasm and determination to best implement solutions to optimize to the library's unique needs.

**Kenneth Fischer – Lead Field Service Technician**

Mr. Fischer has worked for Tech Logic for 14 years started with the company in 2001 has done installs and service work, work in shipping and receiving for a while. Has worked in Customer Care and Project managing. Kense's current duties include leading a complete install of our AST system, going out on service calls and diagnosing the problem to doing preventive maintenance checkups.

**Dennis Woods – Customer Account Manager**

Mr. Woods possesses a degree in electronics technology and Business Administration and has applied his training for 25 years. He joined Tech Logic in 2011 after acquiring twenty five years of experience in electronic and mechanical repair in automated engineered equipment. His experiences include more than 15 years in customer care and software support, with a focus on customer support. Dennis duties at Tech Logic include customer support and troubleshooting of installed sorting equipment.

**Gretchen Freeman – Chief Librarian Strategist**

Gretchen Freeman continues thirty years of working with libraries to improve workflow and free up staff with technology solutions. She was most recently the Associate Director for Technology at the Salt Lake County urban library system in Utah for 11 years, directing technology strategy, implementation and operations for its 21 libraries. She implemented RFID systems and strategies system-wide to reduce processing time and enhance customer experience.

Her previous experience as a vice-president for Dynix Inc. (now SirsiDynix) responsible for support of more than 1,500 North American libraries inspired a belief that librarians, adopting all types of technology tools, are well positioned to help their communities learn, envision and create. She worked with the customer user group of libraries for 16 years to emphasize peer coaching, training and sharing best practices.

Gretchen holds an MLS and an MA (Music History/Theory) from the University of Missouri-Columbia, as well as a master's in Communication (MPC) from Westminster College in Salt Lake City with an emphasis in online marketing.

**Greig Eichhorst - Vice President of Facilities and Finance**

Mr. Eichhorst joined Tech Logic in 2007 and has over 25 years of experience in manufacturing environments. Having degrees in Finance, IT, and Accounting with a specialty in Cost Accounting, he is using all the skills he has training in. Mr. Eichhorst received his degrees from the Minnesota State University- Mankato and is responsible for general accounting, cost accounting, IT and facilities.



# REQUEST FOR PROPOSAL - #1371

## Self-Checks, Automated Material Handling, & Security Gates

### Fees

Prepared For: San Luis Obispo County Library  
 Christopher Barnickel, Director of Libraries  
 905 Palm Street  
 San Luis Obispo, CA 93401

10/27/2018  
 Quote Number 20181027AF

QTY	PN	Self Check-out System Products and Services	Unit List Price	Unit Sale Price	Total List Price	Total Sale Price
<b>Self Check-out Equipment</b>						
19	45007534	ABS SingleHF Pad Antenna with MR102 Reader & Cables	\$895.00	\$495.88	\$17,005.00	\$9,437.11
10	25018566	Omni Directional Scanner w/mounting plate, 8K, USB	\$360.00	\$200.00	\$6,840.00	\$3,601.52
19	25018471	All in One Desktop, 20 inch, Touch, Win7	\$1,525.00	\$847.54	\$28,975.00	\$16,103.26
10	25012429	Epson Desktop Receipt Printer	\$510.00	\$283.44	\$9,690.00	\$5,385.36
10	25012273	Epson 6 foot USB cable	\$13.00	\$7.22	\$247.00	\$137.18
19	25011152	Receipt printer paper (roll)	\$4.00	\$2.22	\$76.00	\$42.38
<b>Self Check-out Kiosk</b>						
1	45008032	Flex Kiosk	\$12,900.00	\$8,248.28	\$12,900.00	\$8,248.28
<b>Staff Station Equipment</b>						
47	45007534	ABS SingleHF Pad Antenna with MR102 Reader & Cables	\$895.00	\$495.88	\$42,066.00	\$23,344.43
<b>NX Series Security Gates</b>						
3	25016528-2	Tech Logic NX Series 2 Aisle Gate - with people counter -Clear41	\$7,500.00	\$4,172.81	\$22,500.00	\$12,518.43
<b>Software</b>						
19	28000002	CircIT Seat Licenses	\$2,000.00	\$1,111.83	\$38,000.00	\$21,118.07
47	28000007	CircIT Staff Station	\$1,100.00	\$0.00	\$51,700.00	\$0.00
<b>RFID Tags</b>						
315000	25016587	Book-SLJ-Tag White	\$0.1800	\$0.0900	\$47,250.00	\$26,200.00
80000	25016588	CD/DVD X range-SLJ-Tag Clear	\$0.5900	\$0.3500	\$47,200.00	\$26,000.00
<b>Installation and Training Costs</b>						
1	Total		\$41,940.00	\$41,940.00	\$41,940.00	\$41,940.00
<b>Shipping</b>						
1	Estimated		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
<b>You have received an order Discount of</b>			<b>-\$171,118.20</b>	<b>Sub Total (USD)</b>	<b>\$367,866.00</b>	<b>\$198,765.80</b>
			<b>0.000%</b>	<b>Taxes</b>		<b>\$12,266.30</b>
<b>Prices contained in this quote are good for 90 days:</b>				<b>Total (USD)</b>		<b>\$209,032.10</b>

Extended Hardware Warranty Beginning in Year Two			if purchased at time of sale for all equipment listed on quote	
\$19,055.00	year 2	Realized savings of pre-paid maintenance agreements (from date of purchase)	Total Savings	
\$20,964.45	year 2-3		\$11,435	
\$43,742.00	year 2-4		\$22,870	
\$53,368.00	year 2-5		\$36,118	

Extended Hardware Warranty Beginning in Year Two			if not purchased at time of sale for all equipment listed on quote	
\$22,870.80	year 2	Realized savings of pre-paid maintenance agreements	Total Savings	
\$41,187.44	year 2-3		\$4,574	
\$54,880.40	year 2-4		\$13,722	
\$64,038.00	year 2-5		\$27,448	

Annual Software License Renewal Fee(s)			Annual Software License and Support are Required	
No. of seats			Annual Cost	
19		Annual support for CircIT software after year 1	\$5,000	
47		Annual support for CircIT Staff Station after year 1	\$10,340	
1		Annual support for Flex Application Software/CircIT	\$645	

**SCO Payment Terms and Support:**

† Software support is required starting in year two.

†† Shipping charges estimated on all quoted products shipping at the same time F.O.B. originating facility. Shipping is estimated and calculated using today's rates to one receiving location, unless otherwise noted. Additional shipping charges may apply. Multiple shipments may result in increased charges.

- Payment of all applicable duties and taxes are the responsibility of the purchasing entity. All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, please provide Tax Exempt Certificate.
- Standard Tech Logic Terms and Conditions apply to all sales
- Prices quoted above include a standard Tech Logic one year warranty. Refer to Tech Logic warranty information for additional terms and conditions.
- Any required SIP configuration or ILS renewal fees are not covered by the Tech Logic first year warranty.

**Payment Terms, RFID Tags & SCO Equipment:** The net amount of each invoice is due in full, within thirty (30) days of date of invoice. A payment of 50% of order due upon execution of order confirmation 50% payment due net 30 at shipping.

**Interest Charges:** If any payments due from Library to Tech Logic are deemed to be, in the sole discretion of Tech Logic, overdue, then interest charges thereon shall be paid by Library to Tech Logic at a rate of one and one-half percent (1.5%) per month

**Credit, Debit, or P-Card Payments are not acceptable forms of payment.**

**Software and Hardware Support:**

- Annual Support/Software License and Maintenance program costs are in addition to the item(s) quoted above. The Support/Software License(s) are required for the duration that the equipment is in use and is billed annually. Hardware Support is Optional.
  - \* Annual Support/Software and Maintenance Programs **automatically increase 4% per year after the initial first year of paid annual support. Customer may qualify for savings with a multi-year pre-payment plan. Order submission confirms your understand of above stated policy.**

**Phone Support-Service Calls**

- The minimum charge for service calls is a 2 hour minimum.

**Notes:**

- 1) SIP2 is required. Please ensure that the SIP & ILS implementations are of the latest versions.
- 2) The SIP interface which integrates self check systems with ILS software is provided by the ILS vendor.
- 3) If the library is providing computers for CircIT self-check software, verify computers meet minimum specifications.
- 4) CircIT Credit Card Payment works only in conjunction with VeriFone
- 5) Payment Processing is the responsibility of the Library. Please contact VeriFone to secure the purchase of PayWare Connect service that is integrated in CircIT.

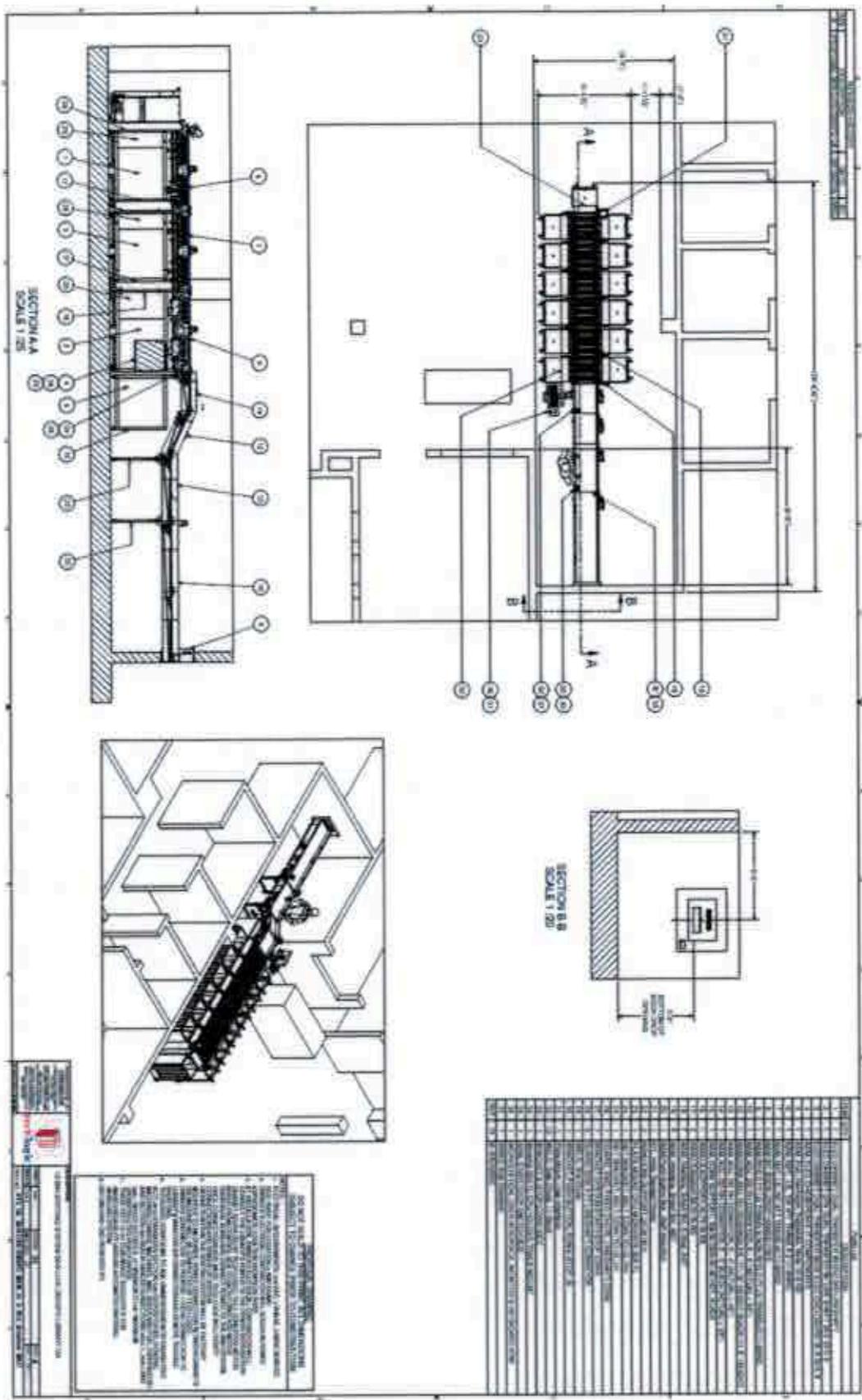
Your contact is Kirstin Peterson, **Identify yourselves as a Tech Logic customer**

Phone **727-288-9554** or email [Kirstin\\_p1@VeriFone.com](mailto:Kirstin_p1@VeriFone.com)



**REQUEST FOR PROPOSAL - #1371**  
**Self-Checks, Automated Material Handling, & Security Gates**

**Automated Material Handling System & Pricing**



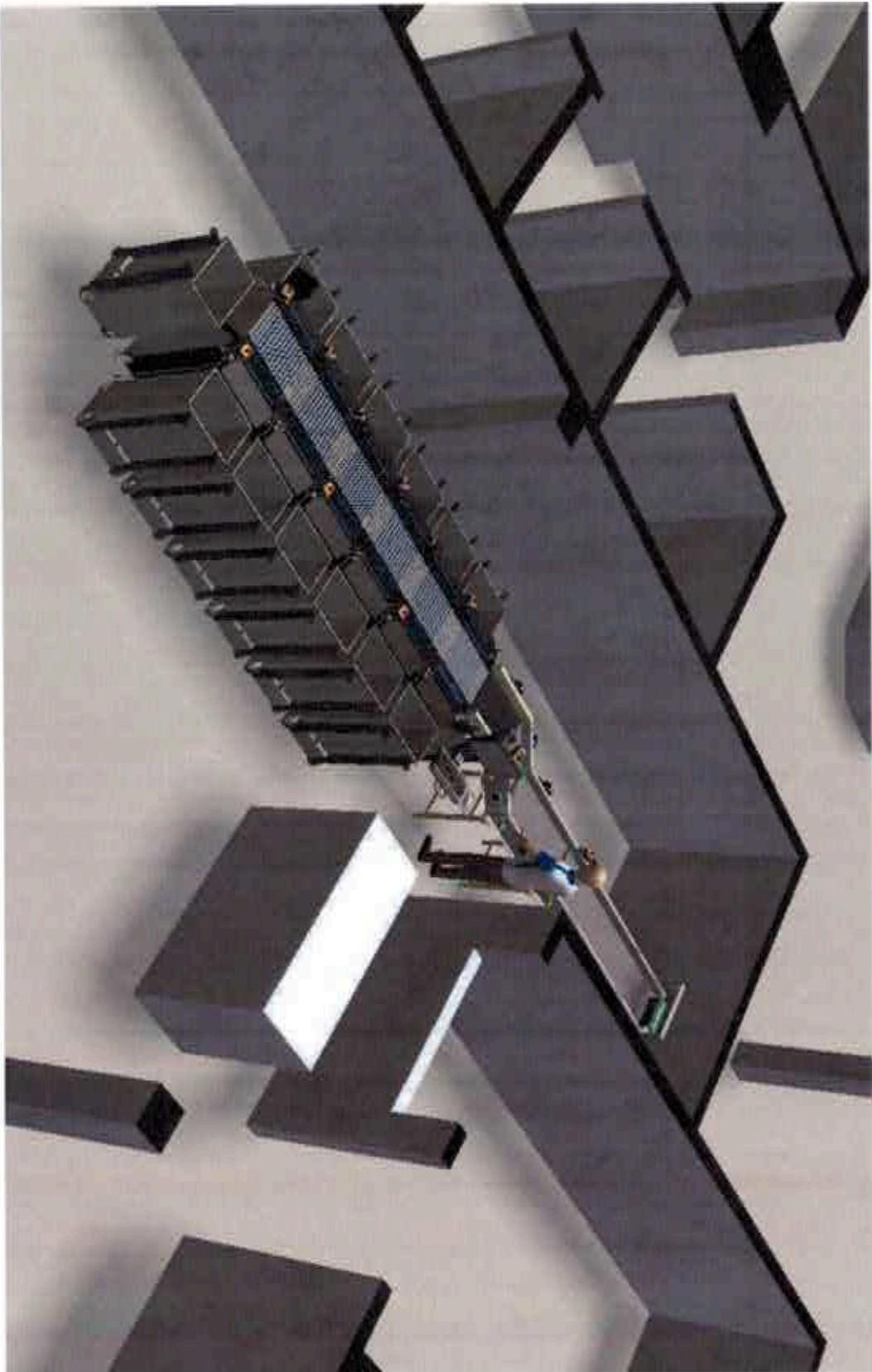
NO.	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
1	CONVEYOR SYSTEM	LINEAR FEET	100	100.00	10000.00
2	CONVEYOR MOTOR	HP	10	1000.00	10000.00
3	CONVEYOR DRIVE	HP	10	1000.00	10000.00
4	CONVEYOR ROLLER	INCHES	1000	1.00	1000.00
5	CONVEYOR STRUCTURE	LINEAR FEET	100	100.00	10000.00
6	CONVEYOR CONTROL SYSTEM	SYSTEM	1	10000.00	10000.00
7	CONVEYOR SAFETY SYSTEM	SYSTEM	1	10000.00	10000.00
8	CONVEYOR MAINTENANCE SYSTEM	SYSTEM	1	10000.00	10000.00
9	CONVEYOR INSULATION	LINEAR FEET	100	100.00	10000.00
10	CONVEYOR ELECTRICAL SYSTEM	SYSTEM	1	10000.00	10000.00
11	CONVEYOR HOUSING	LINEAR FEET	100	100.00	10000.00
12	CONVEYOR DRIVE SHAFT	INCHES	10	100.00	1000.00
13	CONVEYOR BELT	LINEAR FEET	100	100.00	10000.00
14	CONVEYOR PULLEY	INCHES	10	100.00	1000.00
15	CONVEYOR TENSIONER	UNIT	10	100.00	1000.00
16	CONVEYOR GUIDE ROLLER	INCHES	1000	1.00	1000.00
17	CONVEYOR CLEANER	UNIT	10	100.00	1000.00
18	CONVEYOR PROTECTIVE COVER	LINEAR FEET	100	100.00	10000.00
19	CONVEYOR SAFETY LIGHT	UNIT	10	100.00	1000.00
20	CONVEYOR SAFETY SWITCH	UNIT	10	100.00	1000.00
21	CONVEYOR SAFETY STOP	UNIT	10	100.00	1000.00
22	CONVEYOR SAFETY BARRIER	LINEAR FEET	100	100.00	10000.00
23	CONVEYOR SAFETY GATE	UNIT	10	100.00	1000.00
24	CONVEYOR SAFETY SENSOR	UNIT	10	100.00	1000.00
25	CONVEYOR SAFETY BEAM	UNIT	10	100.00	1000.00

**NOTES:**  
 1. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LICENSES AND CERTIFICATIONS.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAINING FOR ALL PERSONNEL.  
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY TRAINING FOR ALL PERSONNEL.  
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FIRST AID TRAINING FOR ALL PERSONNEL.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FIRE TRAINING FOR ALL PERSONNEL.  
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EMERGENCY TRAINING FOR ALL PERSONNEL.  
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY TRAINING FOR ALL PERSONNEL.  
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FIRST AID TRAINING FOR ALL PERSONNEL.  
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FIRE TRAINING FOR ALL PERSONNEL.  
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EMERGENCY TRAINING FOR ALL PERSONNEL.  
 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY TRAINING FOR ALL PERSONNEL.  
 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FIRST AID TRAINING FOR ALL PERSONNEL.  
 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FIRE TRAINING FOR ALL PERSONNEL.  
 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EMERGENCY TRAINING FOR ALL PERSONNEL.  
 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY TRAINING FOR ALL PERSONNEL.  
 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FIRST AID TRAINING FOR ALL PERSONNEL.  
 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FIRE TRAINING FOR ALL PERSONNEL.  
 21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EMERGENCY TRAINING FOR ALL PERSONNEL.  
 22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY TRAINING FOR ALL PERSONNEL.  
 23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FIRST AID TRAINING FOR ALL PERSONNEL.  
 24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FIRE TRAINING FOR ALL PERSONNEL.  
 25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EMERGENCY TRAINING FOR ALL PERSONNEL.





**REQUEST FOR PROPOSAL - #1371**  
**Self-Checks, Automated Material Handling, & Security Gates**



835 HALE AVENUE  
OAKDALE, MINNESOTA 55128

800.494.9130 | [www.Tech-Logic.com](http://www.Tech-Logic.com)





**REQUEST FOR PROPOSAL - #1371**  
**Self-Checks, Automated Material Handling, & Security Gates**

Qty	Part Number	Description	Unit Price	1 <sup>st</sup> Yr. Extended Price
1	913XXXXX	13 Bin Central Sorter	\$249,127.50	\$249,127.50
1	ASTSOFT	Multi-Bin System Control Software	\$14,700.00	\$14,700.00
16	450077508	Bin with Control Box, Battery, Brake-(Black)	\$3,840.00	\$61,440.00
			<b>Sub Total</b>	<b>\$325,267.50</b>
			<b>Discount</b>	<b>(\$121,113.40)</b>
			<b>Installation and Training</b>	<b>\$22,600.00</b>
			<b>Shipping</b>	<b>\$4,250.00</b>
			<b>Sales Tax (8%)</b>	<b>\$16,332.33</b>
			<b>TOTAL CONTRACT PRICING</b>	<b>\$247,336.43</b>

*Note: Tech Logic would like to extend an additional 10% discount of the systems if purchased together at a total price of \$417,763.37. Equaling a \$35,748.30 savings.*

- Additionally with the purchase of both systems we would like to offer to San Luis Obispo County Library System 1 free Community Services FLEX kiosk to be placed anywhere the library sees fit in the community. This allows the library to publically display applications and messages of its choice. Includes 2 app packs. Annual Support is not included.*

**AMH Payment Terms and Support:**

I. A first payment, in an amount of forty percent (40%) of the Contract Price, shall be due within ten (10) days after the Effective Date. Work pursuant to this Agreement shall not begin until such payment is received and verified by Tech Logic.

II. A second payment, in an amount of fifty percent (50%) of the Contract Price, shall be due within ten (10) days after a Notice of Completion of Manufacturing Design is submitted to Library.

III. A third payment, in the amount of (5%) of the Contract Price, shall be due within ten (10) days of the date on which notification is made by Tech Logic to Library that manufacturing, final testing and pre-shipment inspection of the TLS is complete and ready to be shipped to Library. Library has the right and may elect to inspect the TLS (at the Library's expense) prior to actual shipment to Library. Failure of the Library to inspect the TLS prior to shipment to the Library shall not cause a delay of the third payment to Tech Logic.

IV. Final payment, in an amount of five percent (5%) of the Contract Price, plus all additional payments required under executed Change Orders, if any, shall be paid within ten (10) days of Tech Logic's delivery to the Library of the Notice of Completion.

Further, if a delay occurs then the final 5% payment hereunder shall be paid by Library within sixty (60) days of shipment from Tech Logic. In any event, the final 5% payment hereunder shall be paid by Library within ninety (90) days from the date on which notification is made by Tech Logic to Library that the TLS is ready for shipment to Library.

**Payment Schedule for Change Orders:**

The payment of any Change Order shall be made in installments, with the first installment being due ten (10) days after the execution of the Change Order. The amount and payment terms of the Change Order shall be as set forth as above.

**Interest Charges:**

If any payments due from Library to Tech Logic are deemed to be, in the sole discretion of Tech Logic, overdue, then interest charges thereon shall be paid by Library to Tech Logic at a rate of one and one-half percent (1.5%) per month.

**Credit, Debit, or P-Card Payments are not acceptable forms of payment.**

**Software and Hardware Support**

- Annual Support/Software License and Maintenance program costs are in addition to the item(s) quoted above. The Support/Software License(s) are required for the duration that the equipment is in use and is billed annually. Hardware Support is Optional.
- Annual Support/Software and Maintenance Programs automatically increase 4% per year after the initial first year of paid annual support. Customer may qualify for savings with a multi-year pre-payment plan.

**Notes:**

- SIP or SIP2 is required and needs to be acquired. Please ensure that the SIP & ILS implementations are of the latest versions.
- The SIP interface which integrates AMH systems with ILS software is provided by the ILS vendor.



## AMH Service Programs

Tech Logic offers comprehensive maintenance and technical support to maximize product reliability and performance. Our full service and maintenance offerings are designed so that you can select the level of service that meets your library's specific business needs. Tech Logic requires libraries purchase at minimum our Level PM-1 service program subscription which begins on the first day after expiration of the one year warranty and each year following to ensure the health of your system for years to come. Should the system's one year warranty expire and a time period of no more than two (2) months pass and routine maintenance as described in the manual is performed, the Full Service/Preventative Maintenance program offering will still be available. If the system exceeds that two (2) month period, a recertification visit (quoted) will need to be conducted before the program will be offered.

### Preventative Maintenance Programs (PMP)

The PMP is a program that allows you to have your system inspected on a preset schedule by a certified Tech Logic technician or our certified service provider. The program includes mechanical support, maintenance visit(s) as defined by the maintenance checklist and discounts on replacement parts. These programs do not include service calls.

#### Included with a Tech Logic Level PM-1 - Required

- ❖ Annual onsite system review, maintenance, and performance adjustments.
- ❖ One system health check visit not to exceed two hours onsite
- ❖ Unlimited telephone support during the hours of 8:00 AM–5:00 PM CST, Monday through Friday.
- ❖ Normal wear parts needed shall be charged at a 5% discount from Tech Logic published prices.
- ❖ Labor is included for up to 8 hours onsite per maintenance visit if necessary.

#### Included with a Tech Logic Level PM-2 - Optional

- ❖ Semi-annual onsite system review, maintenance, and performance adjustments.
- ❖ Unlimited telephone support during the hours of 8:00 AM–5:00 PM CST, Monday through Friday.
- ❖ Normal wear parts needed shall be charged at a 10% discount from Tech Logic published prices
- ❖ Labor is included for up to 8 hours onsite per maintenance visit if necessary.

#### AMH Software Support – Required (included in Pricing Below)

- ❖ The SSA allows you access to software support for your Tech Logic AMH software.
- ❖ Access to Online Self-Help Support Services and remote technical support during normal business hours
- ❖ Support for routine installation and usage questions
- ❖ Support for mission critical emergencies during off-shift hours
- ❖ A response time of 2 hours during prime shift for voice and electronic problem submissions

"C" Programs are **12** plus Sorts

Annual Service Programs	PM1C-Required	PM2C
Cost per year – Pre-Pay Years 2-5	\$8,250.00	\$11,530.00
Cost per year – Beginning Year Two	\$9,900.00	\$13,836.00
Item#	29000008	29000011
Software	Included	Included
# preventative maintenance visits included	Annual	Bi-Annual
Up to 8 hours for PM based on machine size	Included	Included
Service Calls (M-F 7am-6pm)	\$225/Hr**	\$225/Hr**
Service Calls (Nights/Weekends))	\$350/Hr**	\$350/Hr**
Onsite Response for Critical Calls	Scheduled	Scheduled
Non- Normal Wear Parts:	N/A	N/A
Normal Wear Parts+	5% Discount	10% Discount
S&H on normal wear parts	Not Included	Not Included
Software Customizations/ILS Migrations Refer to your Support and Software T&C	Quoted Per Project	Quoted Per Project

### Full Service Program

**Full Service Program (FSP)** The Full Service Program allows you to rely on Tech Logic to ensure the maximum availability of your AMH. The FSP is designed for production environments where uptime and availability are crucial. This comprehensive plan gives you fast access to parts and Tech Logic expertise to quickly resolve any critical operational issues.

#### Full Service Program Benefits

- ❖ Optimizing your AMH for quality and reliability will save you cost and maximizes your uptime.
- ❖ Repair and maintenance costs are predictable making them easier to budget.
- ❖ Life cycle of your equipment is maximized with consistent performance. Your system will be inspected on a preset schedule by a certified Tech Logic technician. Preventative maintenance visits are included in this agreement.
- ❖ Telephone support 8:00 AM–5:00 PM CST, Monday through Friday.
- ❖ Includes normal wear parts with each paid yearly subscription.
- ❖ Periodic review of performance metrics with Tech Logic Field Service Management to ensure the highest level service delivery.

**What is included with a Tech Logic Full Service Program?**

- ❖ All mechanical labor and technical support during stated hours.
- ❖ Includes normal wear parts with each paid yearly subscription.
- ❖ Standard Shipping and handling on non-normal wear parts via standard delivery service
- ❖ 24-hour access to Tech Logic Online Customer portal to check progress of support issues.
- ❖ Parts replenishment service

**What is not included with a Tech Logic Full Service Program?**

- ❖ Recertifying equipment where a gap has occurred between the warranty periods and subscribing to a program.
- ❖ Shipping and handling of any parts.
- ❖ ILS migration or upgrade support.
- ❖ Routine weekly/monthly maintenance as described in the user's manual and maintenance manuals.
- ❖ Software customization. This is a quotable activity based on scope of work.

**Full Service Program**

<b>Annual Service Programs</b>	<b>FSP4</b>
<b>Cost per year – Pre-Pay Years 2-5</b>	<b>\$21,068.00</b>
<b>Cost per year – Beginning Year Two</b>	<b>\$25,282.00</b>
# preventative maintenance visits included	Quarterly
Up to 8 hours for PM based on machine size	Included
Service Calls Business Hours	Included
Service Calls rates for exclusions (M-F 7am-6pm)	\$180/Hr*
Service Calls rates for exclusions (Nights/Weekends))	\$350/Hr*
Onsite Response for Critical Calls	24 hours**
Non- Normal Wear Parts	Included
Normal Wear Parts+	Included
Standard S&H on normal wear parts	Included
Software Customizations/ILS Migrations Refer to your Support and Software T&C	Quoted Per Project

**Normal Wear Parts**

AMH Parts	I.A Bin Parts
Bearing	Batteries
Belts	Brakes
Chains	Brake Cables
Elastic Drive Bands	Chains
Fuses	Sprockets
Rollers	
Sprockets	
VFD	
Valves	

FSP & PM-2 Programs are offered to all customers beginning in year 2. If there is a lapse from warranty to subscription then recertification is required. Recertification of the machine is \$3,850. Subscription pricing subject to annual 4% increase unless a 3 year pre-paid subscription is purchased.

Preventative Programs are available to all customers at all times without limitation.

The software support license is required for all machines in addition to all Service Plans required or purchased. This is billed annually separate from service programs.

Fire Suppression Systems are not covered in the above programs and are the responsibility of the library post one year warranty.

\*Service calls have a minimum two (2) hour charge.

\*\* Based on technician availability including nights/weekends. Best effort will be made for quickest dispatch based on issue severity.

All customers who subscribe to any service program should review the program's full terms and conditions for further details. This document is only an overview.

**Exclusions:** Any damage to the System or its components caused by the misuse, neglect, or unauthorized repair and maintenance of the equipment, is specifically not covered under the preventative maintenance or Full Service programs. Software customizations are not covered and are billed at \$150/hour. Service calls are not included in some programs and will be quoted and authorized prior to execution. Fire suppression system/components are **not covered under these programs**. Library may secure suppression maintenance service from local vendor if desired.

## Required Submissions

### A. PROPOSER CHECKLIST

Please check all documents in which you have included with your submittal.

Technical Proposal .....

Fee Schedule (uploaded as a separate PDF document) .....

Contract Risk Assessment Questionnaire .....



**Contract Risk Assessment Questionnaire**  
**Required Submittals**

1. List the full names of any partners, owners, officers or other persons occupying a position of authority or responsibility in your organization.  
Gary Kirk, President  
Eric Meyer, Chief Operating Officer
2. Have the individual(s) in item #1 been subject to bankruptcy, insolvency or receivership proceedings in the last five (5) years? Yes  No  If yes, please enclose details.
3. Has your business/company/organization filed for bankruptcy within the last five (5) years? Yes  No  If so, please enclose details.
4. Has your business/company/organization/individual(s) in item #1 ever had a contract for the general type of services/product sought by the County terminated for non-compliance or inadequate performance? Yes  No  If yes, please enclose details.
5. Has your business/company/organization/individual(s) in item #1 ever defaulted on a contract for the general type of services/product being sought by the County? Yes  No  If yes, please enclose details.
6. Has there been, in the last five (5) years, or is there now pending or threatened, any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of \$100,000 with respect to the performance of any services or the provision of any product by your business/company/organization/individual(s) in item #1? Yes  No  If yes, please enclose details.
7. Has your business/company/organization/individual(s) in item #1 fulfilled all of its obligations relating to the payment of county taxes, fees, or other obligations? Yes  No  If no, please enclose details.

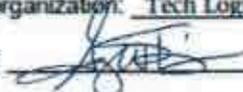
8. In the last five (5) years, has your business/company/organization/individual(s) in item #1, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? Yes  No  If yes, please enclose details.
9. In the last five (5) years, has your business/company/organization/individual(s) in item #1 been debarred or suspended for any reason by any federal, state or local government or refrained from bidding on a project due to an agreement with such governmental agency? Yes  No  If yes, please attach a full explanation.
10. In the past five (5) years, has your business/company/organization/individual(s) in item #1 had its surety called upon to complete any contract, whether government or private sector? Yes  No  If yes, please enclose details.
11. In the past five (5) years, has your business/company/organization/individual(s) in item #1 had a revocation, suspension or disbarment of any business or professional permit and/or license? Yes  No  If yes, please enclose details.
12. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?  
Yes  No  If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Signature

A. THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

B. Dated this 4th day of August of the year 2016

Name of organization: Tech Logic Corporation

Signature: 

Printed Name and title: Gary Kirk, President



## Additional Services and Products

**VALUEIT** ValueIT - Libraries and Friends groups often face the daunting task of sorting and monetizing donated books. This new technology, offered only by Tech Logic, not only makes it easier to sort weeded and donated books, it helps libraries to properly price each bok, resulting in more money for the library. Tech Logic’s UltraSort uses camera barcode technology to sort and value books, while ValueIT software allows the books to be sorted and priced accordingly for sale. Turnkey sales fulfillment provides a no-hassle way to sell bok online and benefit your community through the value of these items.



**Tech Logic in conjunction with collectionHQ** – Tech Logic is in strategic development with collectionHQ, the worlds collection improvement solution. The collectionHQ platform is owned and managed by Baker&Taylor, the world’s largest library phiscal and ebook distributor. By incorporating collectionHQ software into the functionality of a Tech Logic UltraSort, libraries will be able to utilize the collectionHQ data to better load balance floating collections amongst multi-branch systems. The Tech Logic CircTrak Shelf Management system can utilize the collectionHQ data allowing libraries to easily and effectively locate weeded, gruby, and dormant titles within their stacks.



**CircTrak Shelf Management Solution** – Tech Logic’s CrcTrak portable RFID reader is the only shelf management solution on the market that communicates wirelessly to your ILS in real time. The Tech Logic CircTrak system is able to locate any and all items in an exemption status - including holds, claimed returns, missing, transit, or weeded items – in one simple motion for your staff. The library’s ILS must be SIP2 compliant to communicate with the handheld device and the library’s wireless network signal strength will also need to extend to all shelving areas where the wand will be used.

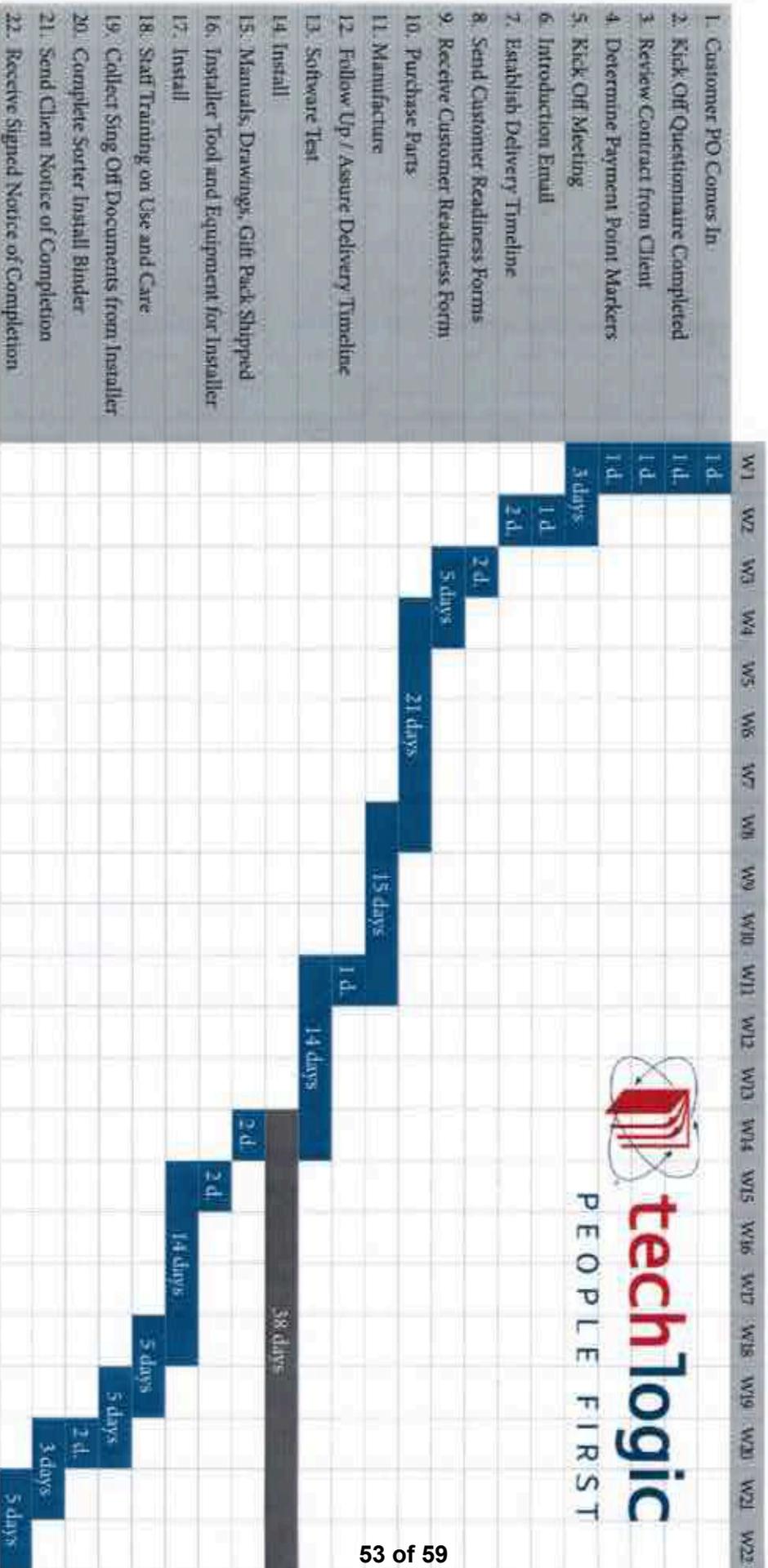


**FLEX Desktop Kiosk** – Tech Logic is excited to introduce our revolutionary FLEX Desktop kiosk. The FLEX Desktop utilizes the same 32” multi-function display as our full sized FLEX Kiosk, allowing your patrons to interact with a variety of web-based touch-driven applications; including Facebook, Twitter, Events, SurveyMonkey, or the library website. Upgrade your desktop solution to our innovative FLEX desktop solution for a minimal price.



# Exhibit D: San Luis Obispo Self-Checkout Sample Timeline

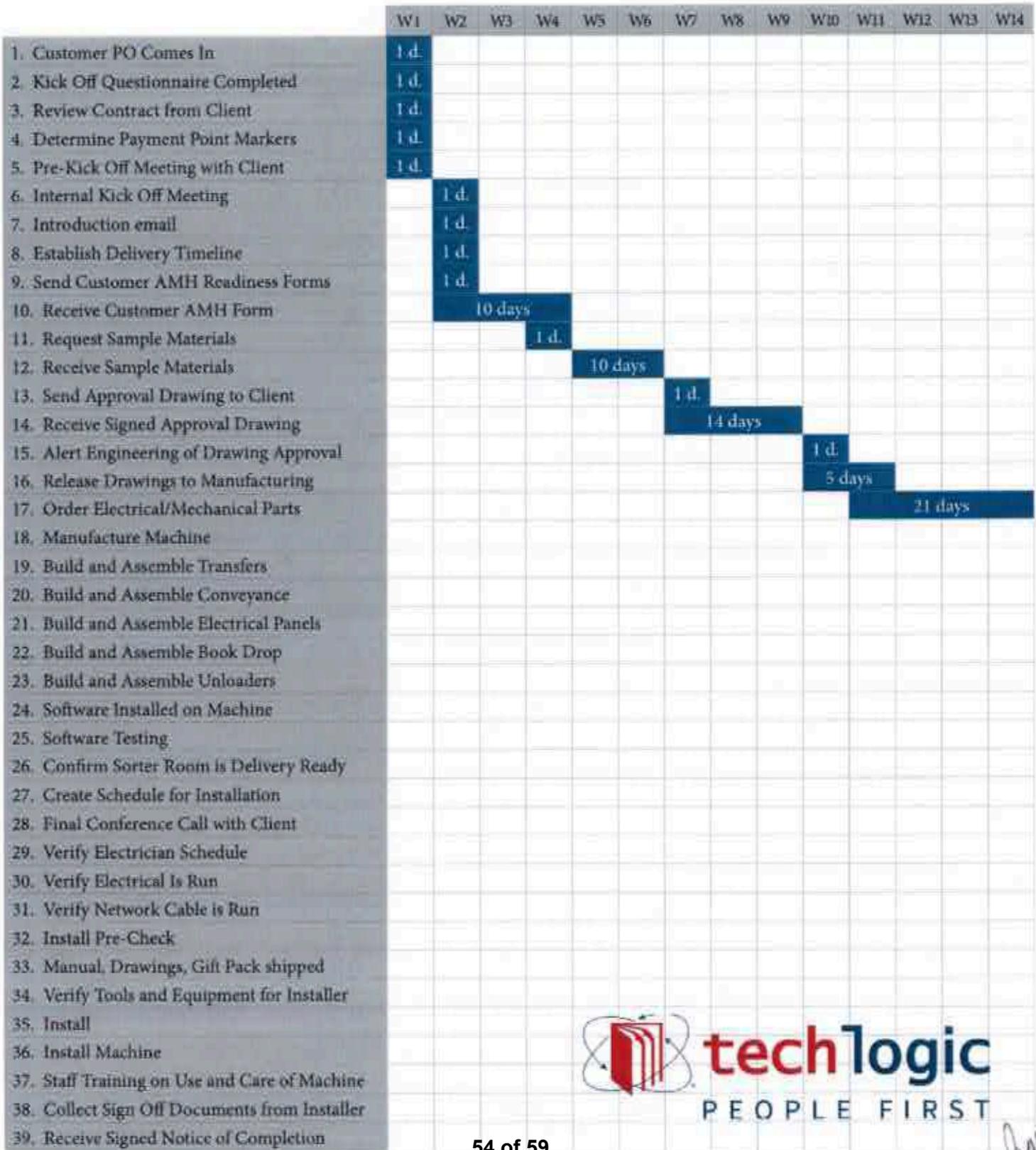
*\*\*This schedule is supplied as an example of proposed project execution. A final copy will be completed for the Library based on actual dates once signed contract has been received\*\**



*[Handwritten signature]*

# Exhibit E: San Luis Obispo AMH System Sample Timeline

*\*\*This schedule is supplied as an example of proposed project execution. A final copy will be completed for the Library based on actual dates once signed contract has been received\*\**

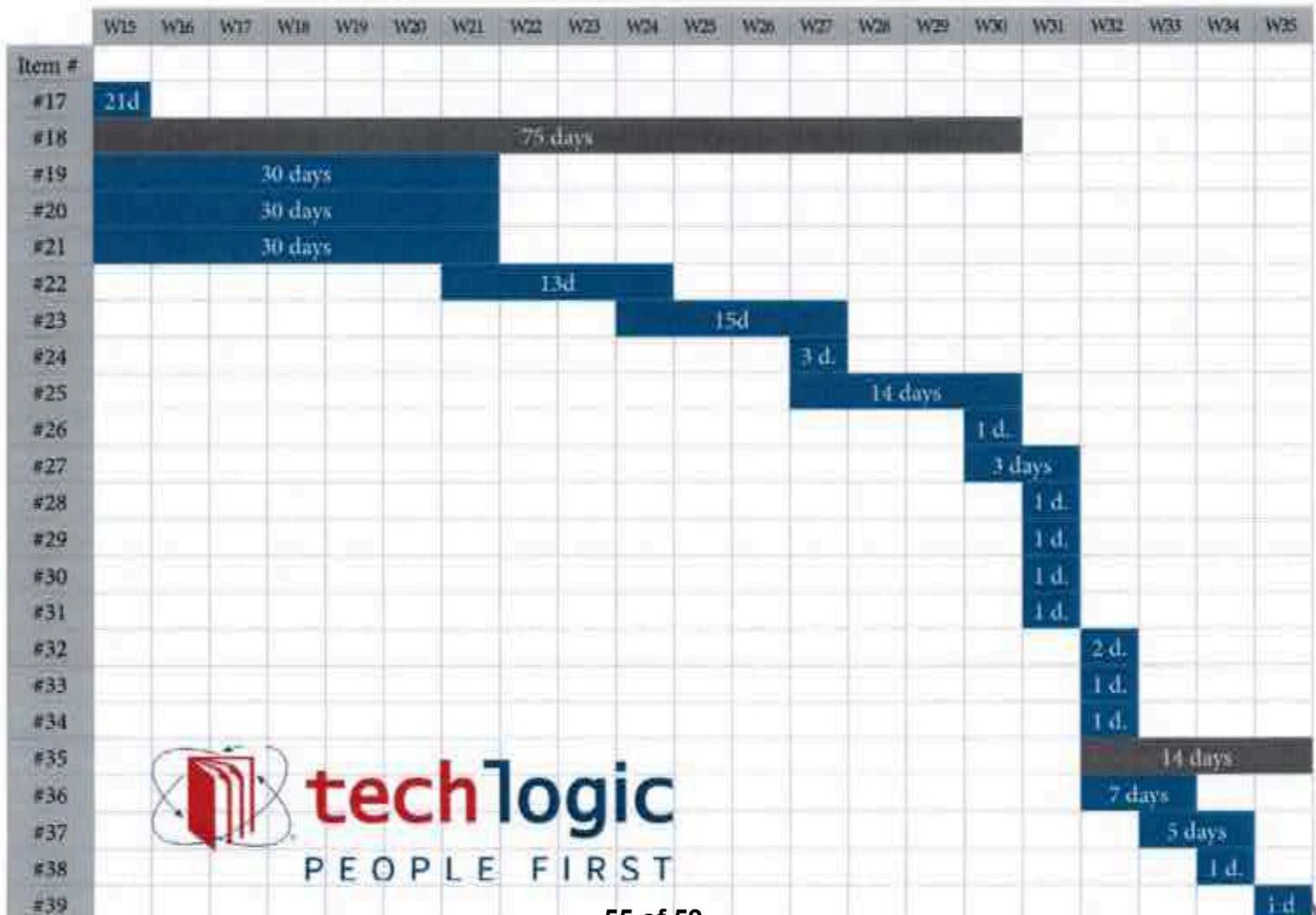


*Done*

# Exhibit E: San Luis Obispo AMH System Sample Timeline

*\*\*This schedule is supplied as an example of proposed project execution. A final copy will be completed for the Library based on actual dates once signed contract has been received\*\**

17. Order Electrical/Mechanical Parts	29. Verify Electrician Schedule
18. Manufacture Machine	30. Verify Electrical Is Run
19. Build and Assemble Transfers	31. Verify Network Cable is Run
20. Build and Assemble Conveyance	32. Install Pre-Check
21. Build and Assemble Electrical Panels	33. Manual, Drawings, Gift Pack shipped
22. Build and Assemble Book Drop	34. Verify Tools and Equipment for Installer
23. Build and Assemble Unloaders	35. Install
24. Software Installed on Machine	36. Install Machine
25. Software Testing	37. Staff Training on Use and Care of Machine
26. Confirm-Sorter Room is Delivery Ready	38. Collect Sign Off Documents from Installer
27. Create Schedule for Installation	39. Receive Signed Notice of Completion
28. Final Conference Call with Client	



# EXHIBIT F: NOTICE OF COMPLETION & ACKNOWLEDGMENT

AMENDMENT NO. \_\_\_\_\_

**County of San Luis Obispo**

**San Luis Obispo Public Library**

Pursuant to Exhibit A, Section 7, Paragraph C, Tech Logic Corporation herein notifies Library that all or part of the TLS is installed and completed at the Library and running under permanent power. The following Contract Amendments are given notice: Amendment No. \_\_\_\_\_ Date Completed \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Tech Logic Corporation

Date: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Gary W. Kirk,  
President

## Acknowledgment

Within 10 days of receipt of Exhibit F, pursuant to Exhibit A, Section 7, Paragraph C, Library hereby acknowledges that the TLS is installed and completed at the Library, and running under permanent power.

Date: \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

(Printed Name and Title):  
\_\_\_\_\_

Library Name: \_\_\_\_\_





## EXHIBIT H

### TRAINING

**1. Training.** In addition to the onsite training described in this Exhibit, Contractor shall train system managers and operators through its customer support service as provided herein and in Paragraph 2, below.

**a. Maintenance and Operating Manuals.** Not later than the time that the Notice of Completion for each aspect of the System is delivered to the County, Contractor shall provide County with all information and operation manuals. Operation manuals shall include mechanical, electrical and program design documentation for the County to adequately test, troubleshoot and maintain the TLS.

**b. System Training.** Contractor shall provide personnel onsite at the Library to train Library staff on the operation and maintenance of the TLS for a period as described in Exhibit C, "System Pricing, Component Description and Contract Amendment Schedule," at no charge to the County. Contractor and County shall negotiate a mutually agreeable training period. Any agreement regarding a training period does not release the County from making its timely final payment as described in Exhibit B of this Agreement, provided that Contractor makes its staff available for training prior to the Go-live date of the System.

**c. Time is of the Essence.** Contractor recognizes that time is of the essence with respect to the installation, training and implementation of the System and shall therefore perform the training services in a timely and professional manner by capable and qualified trainers. The County shall incur no additional costs from Contractor for delays in technical implementation and training services within the control of Contractor.

**d. Additional Training.** Any additional training beyond what is contemplated in this Contract will be provided at a rate of \$1,500.00 per day, plus travel expenses, for each additional day, if requested by County in a Change Order.

**2. Customer Support.** Customer support shall be as stated herein, beginning on the date of the Notice of Completion. Contractor's customer support is given with the understanding that County will provide adequately trained personnel to run the TLS, including the following:

**a. System Manager or Team Leader.** A broad base of computer skills is required as well as a background and understanding of current Microsoft operating system software that runs the TLS. Knowledge of library operations is equally important. In addition, this person should have good personnel skills and experience in supervision. This person will be required to schedule personnel and provide back-up and training for the people on this team. This person shall be the principal contact with Contractor for operation and maintenance of the TLS. Further, this person shall

possess, in addition to computer and software literacy, mechanical troubleshooting skills.

**b. System Operators.** TLS operators shall be capable of running basic Microsoft Windows software applications and have a general familiarity with personal computers. Additionally, the system operators shall be capable of taking readable notes and have the skills to train and pass on their knowledge to other system operators.

**c. System Maintenance Personnel.** County's System Maintenance Personnel shall have experience in building and facilities maintenance which shall include heating and ventilating systems, power distribution systems and generalized personal computer operation. Further, County's system maintenance personnel shall also particularly possess a working knowledge of control wiring, and 3-phase electronics. In general, such personnel shall be willing and able to help trouble shoot system mechanical problems when other Library staff members need assistance. Contractor strongly recommends that the Library's System Manager, System Operator(s), and System maintenance personnel attend an additional training course at Contractor's Minnesota plant. This will ensure that the County is prepared to maintain the system and to satisfy the requirement for offering customer support to the Library as mentioned above. The training course cost and the travel expenses for the associated attendees is the exclusive responsibility of the County. Contractor will provide a quote for the training course and propose dates that the course would be available.